

**Meeting Date:** 10/28/2014

**Report Type:** Consent

**Report ID:** 2014-00738

**Title: Contract: Measure U Park Improvements Project (L19706000)**

**Location:** Districts 4, 5, and 7

**Recommendation:** Pass a Motion 1) approving the construction plans and specifications for Measure U Park Improvements Project (L19706000) project; and 2) authorizing the City Manager or City Manager's designee to execute the Measure U Park Improvements contract with Parker Landscape Development Inc. in the amount of \$359,462.

**Contact:** C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Curtis Park Location Map
- 4-Hite Park Location Map
- 5-Renfree Park Location Map
- 6-Roosevelt Park Location Map
- 7-Measure U Signed Contract

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
10/20/2014 9:19:38 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 10/9/2014 5:14:34 PM

## Description/Analysis

**Issue Detail:** The Measure U Park Improvements Project consists of improvements at the following four parks; Curtis Park – 3349 West Curtis Drive, Hite Park – 5375 Valley Hi Drive, Renfree Park – 54 Cache River Circle and Roosevelt Park – 1615 9<sup>th</sup> Street.

Staff is seeking approval to award a contract to Parker Landscape Development for an amount not to exceed \$359,539. The improvements will consist of new central irrigation controllers, new booster pumps, tube steel fencing, concrete paving, decomposed granite paving, landscape repair, as well as, new points of connection for domestic and irrigation water.

The formal bid process for this project has been completed and Parker Landscape Development, Inc. has been selected as the lowest responsible and responsive bidder.

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

Sacramento City Code Chapter 3.60 identifies the general guidelines for completing contracts for public projects and procedures for bidding and issuing contracts over \$100,000.

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

This park construction project, which totals \$359,539, is expected to create 3.7 total jobs (2.2 direct jobs and 1.5 additional jobs through indirect and induced activities). Furthermore, it will create \$333,415 in total economic output (\$210,154 of direct output and another \$123,261 of output through indirect and induced activities).

**Environmental Considerations:** The Environmental Services Manager has reviewed the project for compliance with the requirements of the California Environmental Quality Act (CEQA) and determined that it is exempt from the provisions of the CEQA pursuant to Sections 15301, 15303, and 15304 of the CEQA Guidelines. Section 15301 exempts the repair of existing facilities; Section 15303 exempts the construction of limited numbers of new, small structures; and Section 15304 exempts the minor public alterations in the condition of vegetation.

**Sustainability:** The Measure U Park Improvements Project has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of water efficient irrigation, recycled materials and use of local vendors.

**Commission/Committee Action:** Not Applicable.

**Rationale for Recommendation:** The formal bidding process for the Measure U Park Improvements project was posted in accordance with City Code Chapter 3.60 and Administrative Policy Instruction Number 48. The bids were opened on August 27, 2014. Staff received five bids and the results are listed below:

<b><u>CONTRACTOR</u></b>	<b><u>Base Bid</u></b>	<b><u>LBE %</u></b>
PARKER LANDSCAPE DEVELOPMENT, INC.	\$359,462	94.9
JM SLOVER, INC.	\$406,225	42.8
OLYMPIC LAND CONSTRUCTION	\$408,101	85.1
SAENZ LANDSCAPE CONSTRUCTION	\$424,231	44.4

Naturescapes bid is considered non-responsive. The firm does not hold the required license (Class A) for this project and they did not list dollar amounts in their subcontractor listing.

The Engineer's Estimate for the base bid of this project is \$411,350.

Pursuant to City Code Section 3.60.020, it was determined that Parker Landscape Development was the lowest, responsible base bid.

The irrigation system repairs/upgrades included in this contract will increase efficiency in service delivery and irrigation water reduction.

**Financial Considerations:** There are sufficient funds in the Measure U Park Improvements Project (L19706000) to award the contract. Funding for this project is from Measure U Funds (Fund 2401) to construct the proposed improvements. These are existing parks; the annual maintenance and utilities costs are already covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

**Local Business Enterprise (LBE):** The selection of contractors for this project followed City established guidelines for inclusion of LBE firms. At an LBE percentage of 94.9% Parker Landscape Development, Inc. and their subcontractors are above the City's required 5% LBE rate.

## **BACKGROUND**

Approved in November 2012, the Essential Service Protection Measure (Measure U) authorized an additional one-half cent transaction and use tax for the City of Sacramento to become effective on April 1, 2013, and to remain effective for six years.

The Measure U Funding is designated for the restoration and protection of essential City public safety services, including 9-1-1 response, police officers, gang/ youth violence prevention, fire protection/ emergency medical response, and other essential City services including park maintenance, youth/ senior services, and libraries. The Measure U Park Improvement Project for \$600,000 was approved by City Council in March 2013. An additional \$200,000 was approved in the Capital Improvement Program 2014-2019. The funds were required to be expended throughout the city for irrigation system repairs/upgrades and other capital investments, which will increase efficiency in service delivery.

The first phase for the Measure U Park Improvements Project consists of improvements at the following four parks; Curtis Park – 3349 West Curtis Drive, Hite Park – 5375 Valley Hi Drive, Renfree Park – 54 Cache River Circle and Roosevelt Park – 1615 9<sup>th</sup> Street.

This phase of the Measure U Park Irrigation Improvements construction is expected to be completed before the end of the year 2014.







**Hite Park**

Hite Park

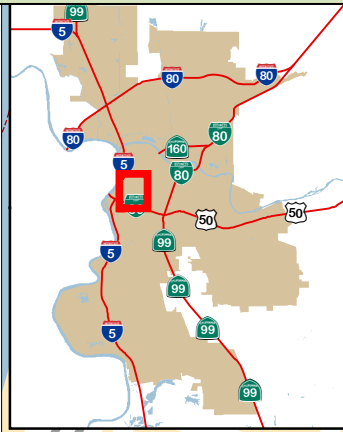
City Limits





**City of Sacramento**  
**Department of Parks and Recreation**  
**Hite Park**







 Roosevelt Park

 City Limits





**City of Sacramento**

Tax ID # if applicable:

**Requires Council Approval:** ☐ No ☒ **YES** Meeting: 10-21-14☐ Real Estate☐ Other Party Signature Needed☐ Recording Requested**General Information**

Type: Public Project PO Type: Formal Bid-Construction		Attachment: Original No.: Original Doc Number:
\$ Not to Exceed: \$359,462.00		
Other Party: Parker Landscape Development, Inc.		Certified Copies of Document::
Project Name: MEASURE U PARK IRRIGATION IMPROVEMENTS-PACKAGE A		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: L19706000	Bid Transaction #: B15190021001	LBE: 5%

**Department Information**

Department: Parks and Recreation

Division: PPDS

Project Mgr: JEFF NITTKA

Supervisor: Gary Hyden

Contract Services: Tim Hopper

Date: 8-19-14

Division Mgr:

PM Phone Number: 808-5996

Org Number: 19001121

**Comment:****Review and Signature Routing**

Department	Signature or Initial	Date
Project Mgr:	TH FOR TWW	10/1/14
Accounting:	Sonja Jarvis	
Contract Services:	Tim Hopper	8-19-14
Supervisor:	Gary Hyden	10/1/14
Division Manager:	NA	
City Attorney	Signature or Initial	Date
City Attorney:	Sheryl Patterson	10/2/14

☒ **Call Tim Hopper x8173** ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Combs, James Department Director:		10/3/14
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

**Contract Cover/Routing Form: Must Accompany ALL Contracts;**  
however, is not part of the contract. (01-01-09)**For City Clerk Processing****Finalized:**

Initial:

Date:

**Imaged:**

Initial:

Date:

**Received:**

(City Clerk Stamp Here)

**B15190021001**

**CONTRACT SPECIFICATIONS  
FOR  
MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**  
Project Number: L19706000

Plans Attached

For Pre-Bid Information Call:  
JEFF NITTKA, Project Manager  
(916) 808-7633

Bids to be received before  
2:00 PM, Wednesday,  
AUGUST 27, 2014  
New City Hall  
**Clerk's Public Counter**  
915 I Street, **5th Floor**  
Sacramento, CA 95814

Estimated Construction Cost: \$411,350.00

Construction Time: NINETY (90) CALENDAR DAYS

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**City of Sacramento**  
**Formal Bid / Proposal Delivery Options**

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

**Effective April 17, 2009, the City of Sacramento's receiving hours are 8am to Noon Monday through Friday. If sending bids via Option 2 - Expedited Services, the bid must be delivered prior to noon or it will not be delivered until the following business day.** The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	<b>United States Postal Service (USPS)</b>  - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5<sup>th</sup> Floor</i> Sacramento, CA 95812-2391
2.	<b>Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u></b>  - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5<sup>th</sup> Floor</i> Sacramento, CA 95814-2604
3.	<b>Personal Delivery</b>  - Hand Delivery - Courier	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5<sup>th</sup> Floor</i> Sacramento, CA 95814



Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5<sup>th</sup> Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **AUGUST 27, 2014** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

**MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**  
Project Number: L19706000

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

**MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**  
Project Number: L19706000

LBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO  
DAYS AFTER BID OPENING to:

Tim Hopper, Department of General Services, Procurement Division  
5730 24<sup>TH</sup> Street, Bldg. 1, Sacramento, CA 95822

Phone: (916) 808-8173/ Fax: (916) 808-8266/ Email: [thopper@cityofsacramento.org](mailto:thopper@cityofsacramento.org)  
Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

CERTIFICATION STATEMENTS ARE TO INCLUDE:

1. A PHYSICAL ADDRESS FOR THE BUSINESS OFFICE OR WORKSPACE;
2. A CURRENT COPY OF THE CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE (BOT) OR COUNTY OF SACRAMENTO BUSINESS LICENSE as stated in the Local Business Enterprise (LBE) Participation Requirements.

You can view and download the plans and Contract Documents from:

**PLANET BIDS**  
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** Each contractor and every lower-tier subcontractor submits certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1<sup>st</sup> Floor, Sacramento, CA 95814.

## **CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS**

See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

## **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Parker Landscape Development Inc.  
Name of Contractor  
6251 Sky Creek Dr. Suite A. Sac. Cal  
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
  2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
  3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
    - a. Bereavement Leave
    - b. Disability, life, and other types of insurance
    - c. Family medical leave
    - d. Health benefits
    - e. Membership or membership discounts
    - f. Moving expenses
    - g. Pension and retirement benefits
    - h. Vacation
    - i. Travel benefits
    - j. Any other benefit offered to employees
- I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.
4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.



**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

8/27/14  
Date

Tim Parker  
Print Name

President  
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- |   |   |
|---|---|
| - Bereavement leave                             | - Moving expenses                       |
| - Disability, life and other types of insurance | - Pension and retirement benefits       |
| - Family medical leave                          | - Vacation                              |
| - Health benefits                               | - Travel benefits                       |
| - Membership or membership discounts            | - Any other benefits given to employees |

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



## **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

### **You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

CONTRACTOR NAME: Parker Landscape Dev. Inc.

TO THE HONORABLE CITY COUNCIL  
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**Measure U Park Irrigation Improvements – Package A**  
**Project Number: L19706000**

in the City and County of Sacramento, California.

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

**Hite Park**

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Project Mobilization and Coordination	1	LS	\$ 3,370.00	\$ 3,370.00
2.	Temporary Construction Fencing	1	LS	\$ 1,618.00	\$ 1,618.00
3.	Demolition	1	LS	\$ 5,044.00	\$ 5,044.00
4.	Site Staking and Layout	1	LS	\$ 185.00	\$ 185.00
5.	Site Electrical System	1	LS	\$ 2,488.00	\$ 2,488.00
6.	Domestic Water System	1	LS	\$ 12,318-	\$ 12,318.00
7.	Concrete Flatwork	1	LS	\$ 1,333-	\$ 1,333.00
8.	9" Concrete Mow Strip	1	LS	\$ 500-	\$ 500.00
9.	Tubular Steel Fence Enclosure	1	LS	\$ 7,540	\$ 7,540.00
10.	Stabilized Decomposed Granite Paving	1	LS	\$ 1,600-	\$ 1,600.00
11.	Booster Pump Assembly	1	LS	\$ 23,040-	\$ 23,040.00
12.	Irrigation Central Controller	1	LS	\$ 19,485-	\$ 19,485.00
13.	Misc. Irrigation System Improvements	1	LS	\$ 12,285-	\$ 12,285.00
14.	Soil Preparation and Finish Grading	1	LS	\$ 206-	\$ 206.00
15.	Turf Sod	1	LS	\$ 614-	\$ 614.00
HITE PARK SUBTOTAL					\$ 96,626.00-

**Renfree Park**

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Project Mobilization and Coordination	1	LS	\$ 3,370-	\$ 3,370.00
2.	Temporary Construction Fencing	1	LS	\$ 1,618-	\$ 1,618.00
3.	Demolition	1	LS	\$ 6,733-	\$ 6,733.00
4.	Site Staking and Layout	1	LS	\$ 185-	\$ 185.00
5.	Site Electrical System	1	LS	\$ 7,488-	\$ 7,488.00
6.	Domestic Water System	1	LS	\$ 12,895-	\$ 12,895.00
7.	Concrete Flatwork	1	LS	\$ 906-	\$ 906.00
8.	9" Concrete Mow Strip	1	LS	\$ 634-	\$ 634.00
9.	Tubular Steel Fence Enclosure	1	LS	\$ 8,143-	\$ 8,143.00
10.	Stabilized Decomposed Granite Paving	1	LS	\$ 1,120-	\$ 1,120.00
11.	Drinking Fountain	1	LS	\$ 5,559-	\$ 5,559.00
12.	Booster Pump Assembly	1	LS	\$ 23,040-	\$ 23,040.00
13.	Irrigation Central Controller	1	LS	\$ 24,178-	\$ 24,178.00
14.	Misc. Irrigation System Improvements	1	LS	\$ 13,393-	\$ 13,393.00
15.	Soil Preparation and Finish Grading	1	LS	\$ 103-	\$ 103.00
16.	Turf Sod	1	LS	\$ 307-	\$ 307.00
RENFREE PARK SUBTOTAL					\$ 109,672. <sup>00</sup>

**Roosevelt Park**

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Project Mobilization and Coordination	1	LS	\$ 3,370-	\$ 3,370.00
2.	Encroachment Permit	1	LS	\$ 238-	\$ 238.00
3.	Temporary Construction Fencing	1	LS	\$ 1,456-	\$ 1,456.00

CITY OF SACRAMENTO  
Department of Parks and Recreation  
Park Maintenance Division

Bid Proposal  
Page 3 of 6

4.	Demolition	1	LS	\$ 4,253-	\$ 4,253.00
5.	Site Staking and Layout	1	LS	\$ 185-	\$ 185.00
6.	Site Electrical System	1	LS	\$ 16,224-	\$ 16,224.00
7.	Domestic Water System	1	LS	\$ 23,515-	\$ 23,515.00
8.	Concrete Flatwork	1	LS	\$ 980-	\$ 980.00
9.	9" Concrete Mow Strip	1	LS	\$ 307-	\$ 384.00
10.	Tubular Steel Fence Enclosure	1	LS	\$ 7,540-	\$ 7,540.00
11.	Stabilized Decomposed Granite Paving	1	LS	\$ 210-	\$ 710.00
12.	Booster Pump Assembly	1	LS	\$ 22,858-	\$ 22,858.00
13.	Irrigation Central Controller	1	LS	\$ 13,649-	\$ 13,649.00
14.	Misc. Irrigation System Improvements	1	LS	\$ 27,225-	\$ 27,225.00
15.	Soil Preparation and Finish Grading	1	LS	\$ 125-	\$ 125.00
16.	Turf Sod	1	LS	\$ 372-	\$ 372.00

ROOSEVELT PARK SUBTOTAL \$ 123,084.00

Tim H. S/B 123,007

**Curtis Park**

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Project Mobilization and Coordination	1	LS	\$ 3,402-	\$ 3,402.00
2.	Encroachment Permit	1	LS	\$ 240-	\$ 240.00
3.	Temporary Construction Fencing	1	LS	\$ 408-	\$ 408.00
4.	Demolition	1	LS	\$ 4,954-	\$ 4,954.00
5.	Site Staking and Layout	1	LS	\$ 187-	\$ 187.00
6.	Domestic Water System	1	LS	\$ 17,231-	\$ 17,231.00
7.	Concrete Flatwork	1	LS	\$ 218-	\$ 218.00
8.	9" Concrete Mow Strip	1	LS	\$ 751-	\$ 751.00
9.	Stabilized Decomposed Granite Paving	1	LS	\$ 1,938-	\$ 1,938.00

10.	Soil Preparation and Finish Grading	1	LS	\$ 208 -	\$ 208.00
11.	Turf Sod	1	LS	\$ 620 -	\$ 620.00

CURTIS PARK SUBTOTAL \$ 30,157.00

**PROJECT BASE BID TOTAL** \$ 359,539.<sup>50</sup>

(F) – denotes final pay quantity

CONTRACTOR NAME: Parker Landscape Dev. Inc. TOTAL \$ 359,462  
359,539.<sup>50</sup>

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **Ninety (90) CALENDAR DAYS**. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

**The Landscape Architect's order of preference will be as follows: base bid first.**

In determining the amount bid by each bidder, the 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 total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

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

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



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

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

**FOR CITY USE ONLY**

**BID BOND SECURITY**

- ☐ Properly Signed
- ☐ Improperly Signed
- ☐ Not Included
- ☐ Not Required

**TYPE OF DEPOSIT**

- ☒ Bid Bond
- ☐ Cashier/Certified Check
- ☐ Other \_\_\_\_\_

Initial: VP

CONTRACTOR:

By: Tim Parker  
(Signature)

Tim Parker  
(Print or Type)

Title President

Address 6251 Sky Creek Dr.  
Sacramento, Cal. 95828

Telephone No. 916-383-4071

Fax No. 916-383-3926

Email Address tim.parker@land.biz

Date 8/27/14

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

Contractor's License No. 855546 Type A, C-27, C-8  
Expiration Date 3/31/15  
Tax I.D. Nos.- Fed. 522450493 State 24887697  
City of Sacramento Business Operation Tax Certificate No. 140622  
(City will not award contract if Certificate Number is missing.)

## LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

### 1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

#### A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

140622

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

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

6251 Sky Creek Dr. #A.  
Sacramento  
Cal 95828

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

140622

140622

**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

Business Name	PARKER LANDSCAPE DEVELOPMENT	FROM	TO
Business Address	6251 SKY CREEK DR A	Mo. Day Yr.	Mo. Day Yr.
Owner	TIM J PARKER	04/01/2014	03/31/2015
Type of Business	LANDSCAPE		Expires
Tax Classification	401		

**CITY OF SACRAMENTO**

**MAR 25 2014**

IF NOT  
**PAID**  
VALIDATED

PARKER LANDSCAPE DEVELOPMENT  
6251 SKY CREEK DR A  
SACRAMENTO, CA 95828

TOTAL  
PAID: \$210.81

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

# **LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS**

(City Contracts no Federal Funds Used)

## **I. LBE PARTICIPATION REQUIREMENT**

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

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

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

## **II. LBE QUALIFICATION**

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
  - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

### **III. DETERMINATION OF LBE PARTICIPATION LEVEL**

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
  - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

### **IV. LBE REQUIREMENTS FOR CONTRACTOR**

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
  2. The listed LBE becomes bankrupt or insolvent.
  3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
  4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
  5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

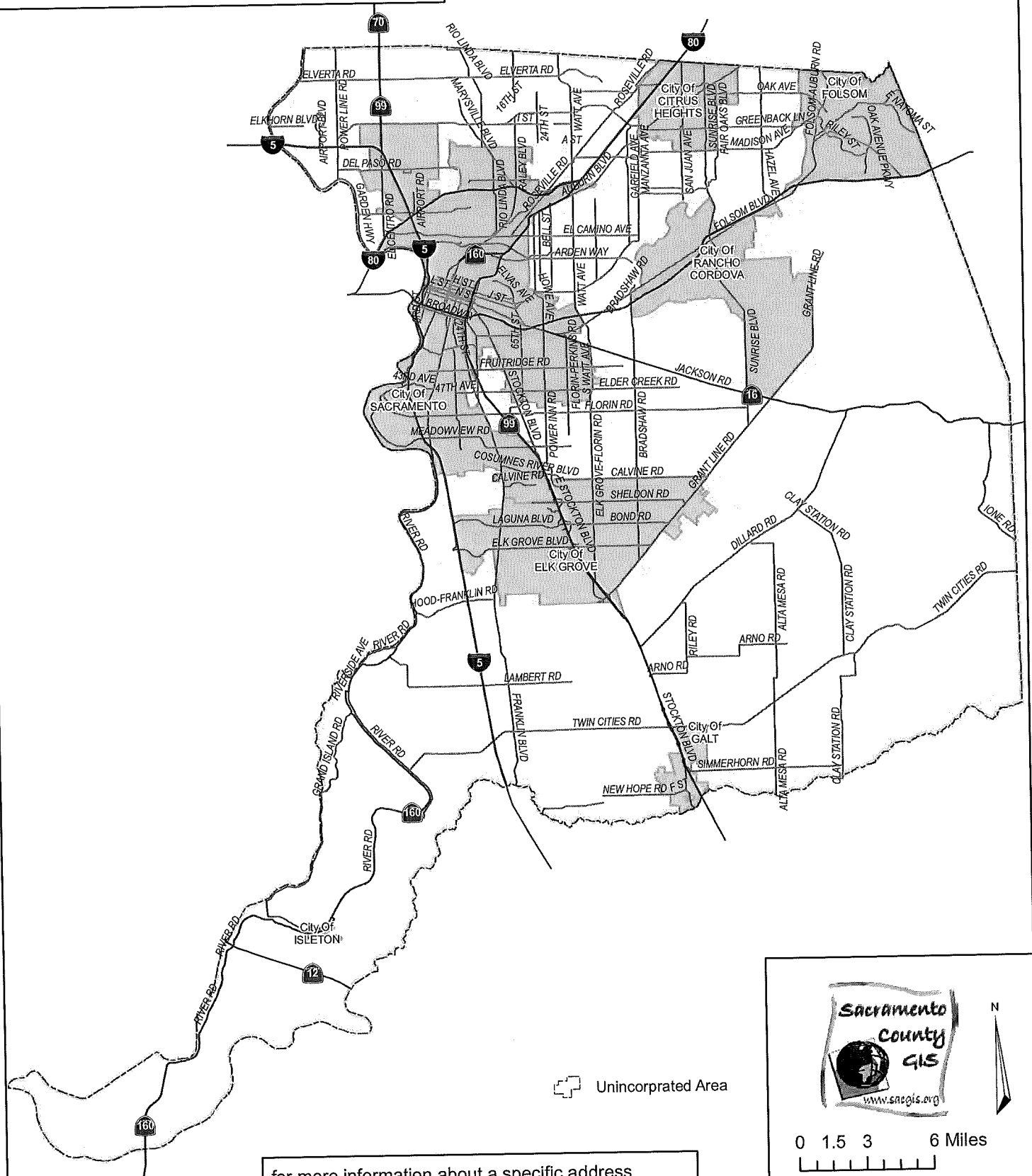
The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

## **V. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.



## UNINCORPORATED AREAS



Unincorporated Area

for more information about a specific address  
visit our Assessor Parcel Viewer at [www.sacgis.org](http://www.sacgis.org)



0 1.5 3 6 Miles

Doc Date: December, 2010

City Of Sacramento  
B15190021001'

Bid Proposal Guarantee  
Page 1 of 1

**KNOW ALL MEN BY THESE PRESENTS,**

That we, Parker Landscape Development, Inc.

as Principal, and International Fidelity Insurance Company

a corporation duly organized under the laws of the State of New Jersey and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at 915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814 up to the hour of 2:00 p.m. on AUGUST 27, 2014 for the Work specifically described as follows:

**MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**  
Project Number: L19706000

**NOW, THEREFORE,** If the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 21st  
day of August, 2014.

Parker Landscape Development, Inc.  
(Contractor) (Seal)

By [Signature]  
Title President

ORIGINAL APPROVED AS TO FORM:

City Attorney

International Fidelity Insurance Company

(Surety) (Seal)

By [Signature]

Title Stanley C. Matrangola, Attorney-In-Fact

Agent Name and Address Matrangola Bonds & Insurance

PO Box 2143, Carmichael, CA 95609

Agent Phone # (916) 489-1799

Surety Phone # (800) 277-3537

California License # OC13015

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**STANLEY J. MATRANGA**

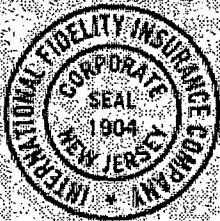
Carmichael, CA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

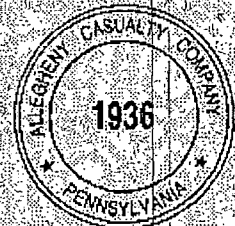
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals, when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014:



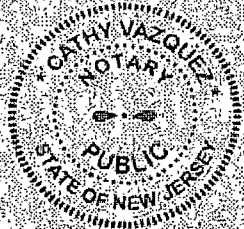
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said Companies; and that the same are correct transcripts thereof, and of the whole of the said originals; and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

21st day of August 2014

MARIA BRANCO, Assistant Secretary

## ACKNOWLEDGMENT

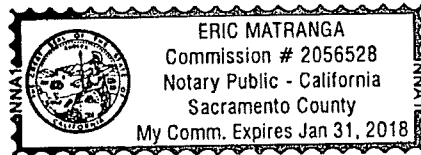
State of California  
County of Sacramento

On August 21, 2014 before me, Eric Matranga, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Eric Matranga (Seal)

## ACKNOWLEDGMENT

State of California  
County of Sacramento

On August 25, 2014 before me, Connie Jo Parker, Cap Sec  
(insert name and title of the officer)

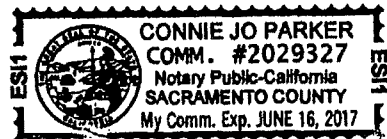
personally appeared Tim Parker  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature Connie Jo Parker

(Seal)



## **MINIMUM QUALIFICATIONS QUESTIONNAIRE**

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

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### **FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## QUESTIONNAIRE

**NOTICE:** For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

A, C-27, C-8

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

☐ Yes

☒ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

☐ Yes

☒ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

☐ Yes

☒ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

☐ Yes

☒ No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

**NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.**

☐ Yes

☒ No

☐ Not applicable

**OR**

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

**NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.**

☐ Yes

☐ No

☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

**NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.**

☐ Yes

☒ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

**NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.**

☐ Yes

☒ No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007



9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes

☒ No

**OR**

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

**NOTE:** Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as:  $(N/EH) \times 200,000$ , where

**N** = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)  
**EH** = total hours worked by all employees during the calendar year  
**200,000** = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

☐ Yes

☐ No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes

☒ No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes

☒ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes

☒ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

**NOTE:** If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ Yes

☒ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes

☒ No

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**FOR CITY CLERK USE ONLY**

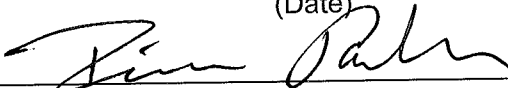
RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

### VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Sacramento Co., on 8/27/14.  
(Location) (Date)

Signature: 

Print name: Tim Parker

Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## **Green Contracting Survey (Voluntary)**

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

**Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.**

**Voluntary Green Contracting Pilot Inventory List** (San Francisco, CA)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

City Bid Information
Department
Project #
ESBE/SBE?

**Instructions:**

- Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
- All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
- Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
- For additional questions, please call (916) 874-4892

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

City Bid Information
Department
Project #
ESBE/SBE?

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.

- b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
- c) Electronic version is available at <http://www.airquality.org/ceqa/index.shtml>
- d) For additional questions, please call (916) 874-4892

**Please Submit To:**

Kristian Damkier, P.E.  
Sacramento Metropolitan AQMD  
777 12th St, 3rd Floor  
Sacramento, CA 95814-1908

[illegible]

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

**EXCEPTION:**

Date

Violation Type

Place of Occurrence

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME:

Parker Landscape Development Inc.

BY:



Signature

President

Title

Date:

8/27/14

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

# City of SACRAMENTO

## Subcontractor and Local Business Enterprise (LBE) Participation Form

### THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL USE ONLY BASE BID AMOUNT TO ESTIMATE DOLLAR VALUE

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

Prime Contractor Name: Parker Landscape Dev. Inc. Base Bid Amount: 359,539<sup>00</sup> Is the Prime Contractor a LBE? ☒ Yes ☐ No

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided to complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
<u>Scorcen</u> <u>9339 Matador Way</u> <u>Sacramento, CA 95826</u>	<u>952906</u>	<input checked="" type="checkbox"/>	<u>Electrical</u>	<u>25,000 -</u>
<u>CRUSADER Fence</u> <u>3115 B Gold Valley Dr.</u> <u>Rancho Cordova, Ca. 95742</u>	<u>726527</u>	<input checked="" type="checkbox"/>	<u>Fence</u>	<u>18,500 -</u>

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

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Page \_\_\_\_ of \_\_\_\_

LBE PRIME CONTRACTOR AND SUBCONTRACTOR PARTICIPATION VERIFICATION INFORMATION ARE DUE BY CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING.  
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.



**B15190021001**

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

**AGREEMENT**  
**(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification \_\_\_\_\_, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Parker Landscape Development, Inc., 6251 Sky Creek Drive, Sacramento, CA 95828 ("Contractor") in the amount of Three Hundred Fifty Nine Thousand Four Hundred Sixty Two Dollars and no cents (\$359,462.00).

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

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

The Notice to Contractors  
The Proposal Form submitted by the Contractor  
The Instructions to Bidders  
The Local Business Enterprise (LBE) Requirements  
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance  
The City's Reference Guide for Construction Contracts  
The Addenda, if any  
This Agreement  
The Standard Specifications  
The Special Provisions  
The Plans and Technical Specifications  
The drawings and other data and all developments thereof prepared by City pursuant to the Contract  
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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

2. **DEFINITIONS**

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

3. **AGREEMENT CONTROLS**

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

4. SCOPE OF CONTRACT

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

**MEASURE U PARK IRRIGATION IMPROVEMENTS-  
PACKAGE A**

Project Number: L19706000

including the Work called for in the following alternative bid items described in the Proposal Form: no additive alternates.

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

5. CONTRACT AMOUNT AND PAYMENTS

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

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

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

6. PROGRESS PAYMENTS

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

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve

the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

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

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

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

## 7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

## 8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the

Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before NINETY (90) CALENDAR DAYS from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part

of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

#### 14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

#### 15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities

dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **\$1,000.00 for each calendar day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

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

## 16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any

subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

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

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or



more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

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

(C) Other Insurance Provisions

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

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

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or

material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

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

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to

complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

(C) For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

**CONTRACTOR**

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

DATE 9/23/14

BY Tim Parker  
Print Name

President  
Title

BY Connie Jo Parker  
Print Name

Corp. Sec.  
Title

52-2450493  
Federal ID#

248-8769-7  
State ID#



140622

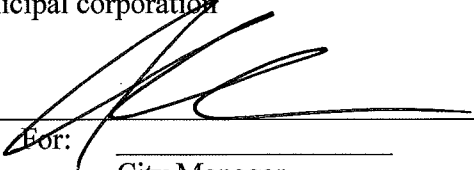
City of Sacramento Business Operation Tax  
Certificate No. (City will not award contract  
until Certificate Number is obtained)

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor  
☐ Partnership  
☒ Corporation  
☐ Limited Liability Company  
☐ Other (*please specify:* \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE 10/3/14

BY   
For: \_\_\_\_\_  
City Manager

Original Approved As To Form:

  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SACRAMENTO  
PAYMENT BOND**

**Bond No.:** 0650111  
**Premium:** Included in Perf. Bond

Page 1 of 1

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Parker Landscape Development, Inc., 6251 Sky Creek Drive, Sacramento, CA 95828, hereinafter called Contractor, a contract for construction of:

**MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**  
Project Number: L19706000

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

**WHEREAS**, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

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

International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum **Three Hundred Fifty Nine Thousand Four Hundred Sixty Two Dollars and no cents (\$359,462.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 23rd, 20 14.

Parker Landscape Development, Inc.

(Contractor) (Seal)  
By [Signature]  
Title President

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

International Fidelity Insurance Company

(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matranga, Attorney-in-Fact

Agent name & Address Matranga Bonds & Insurance Services  
P O Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (800) 277-3537  
California License # OC13015

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STANLEY J. MATRANGA

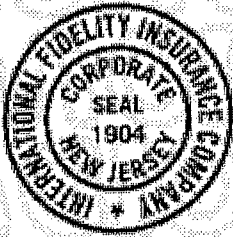
Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

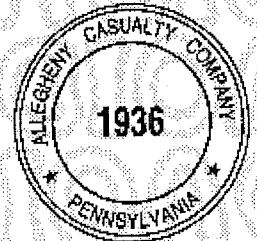
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014.



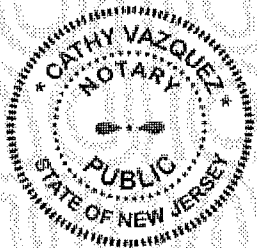
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd day of September, 2014

MARIA BRANCO, Assistant Secretary

## ACKNOWLEDGMENT

State of California  
County of Sacramento

On September 23, 2014 before me, Eric Matranga, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Eric Matranga (Seal)

## ACKNOWLEDGMENT

State of California

County of Sacramento

On Sept. 29, 2014 before me, Connie Jo Parker, Notary Public  
(insert name and title of the officer)

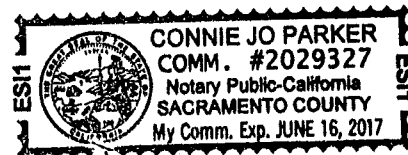
personally appeared Tim Parker  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature Connie Jo Parker

(Seal)



**CITY OF SACRAMENTO  
PERFORMANCE BOND**

**Bond No.:** 0650111

**Premium:** \$6,392.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Parker Landscape Development, Inc., 6251 Sky Creek Drive, Sacramento, CA 95828 as principal, hereinafter called Contractor, a contract for construction of:

**MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A**

**Project Number: L19706000**

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

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

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

International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

**Three Hundred Fifty Nine Thousand Four Hundred Sixty Two Dollars and no cents (\$359,462.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on September 23rd, 20 14.

Parker Landscape Development, Inc.

(Contractor) (Seal)  
By [Signature]  
Title President

**ORIGINAL APPROVED AS TO FORM:**

[Signature]  
City Attorney

International Fidelity Insurance Company

(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matranga, Attorney-In-Fact

**Agent name & Address** Matranga Bonds & Insurance Services

P O Box 2143, Carmichael, CA 95609

**Agent Phone #** (916) 489-1799

**Surety Phone #** (800) 277-3537

**California License #** OC13015

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STANLEY J. MATRANGA

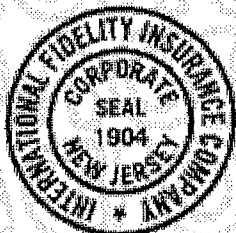
Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

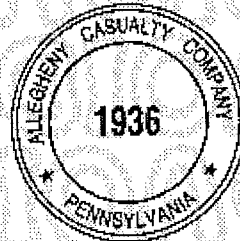
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014.



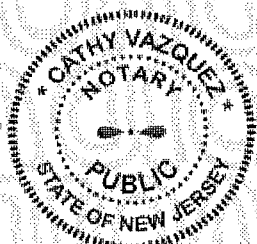
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd day of September, 2014

MARIA BRANCO, Assistant Secretary

## ACKNOWLEDGMENT

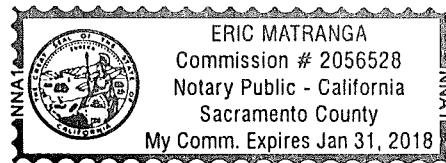
State of California  
County of Sacramento )

On September 23, 2014 before me, Eric Matranga, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga* (Seal)



## ACKNOWLEDGMENT

State of California  
County of Sacramento

On Sept. 29, 2014 before me,

Connie Jo Parker Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Connie Jo Parker

(Seal)





PARKLAN-01

TANDA1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/29/2014

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

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

<b>PRODUCER</b> Mitchell Blank & Associates Insurance Services 2377 Gold Meadow Way, Suite 235 Gold River, CA 95670	<b>CONTACT NAME:</b> Debbie Williams	
	<b>PHONE (A/C, No, Ext):</b> (916) 993-4870 <b>FAX (A/C, No):</b> (916) 993-4877	
	<b>E-MAIL ADDRESS:</b> dwilliams@mbainsuranceservices.com	
<b>INSURED</b>  Parker Landscape Development 6251 Sky Creek Drive, Suite A Sacramento, CA 95828	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> First Mercury Insurance Company	10657
	<b>INSURER B:</b> Golden Eagle Insurance Co.	10836
	<b>INSURER C:</b> Torus National Insurance Company	25496
	<b>INSURER D:</b> State Compensation Insurance Fund	35076
	<b>INSURER E:</b> Peerless Insurance Company-A Stock Company	24198
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		CACGL000004145401	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	<b>AUTOMOBILE LIABILITY</b>	X		BA8891678	3/31/2014	3/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			71218J140ALI	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						<b>Aggregate</b> \$ 5,000,000
							<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		909399414	3/31/2014	3/31/2015	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			CBP8891578	3/31/2014	3/31/2015	\$1000 Ded/ Any Loc 200,000
E	Equipment Floater			CBP8891578	3/31/2014	3/31/2015	\$1000 Ded/ Any Item 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Measure U Park Irrigation Improvements - Package A, Project Number: L19706000

The City of Sacramento, its officials, agents and employees are additional insured as respect general liability and automobile liability with primary wording per attached policy forms.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento  
Department of General Services, Contracts  
Attention: Tim Hopper  
5730 24th Street, Bldg. 4  
Sacramento, CA 95822

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

AUTHORIZED REPRESENTATIVE

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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**THIS ENDORSEMENT CHANGES THE POLICY; PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE**

**A. COVERAGE**

**1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an Insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- or
- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.
  - b. The most we will pay for "loss" in any one "accident" is the smallest of:
    - (1) \$50,000
    - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the Insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based  
per  
with  
for

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

#### **7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### **B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

#### **4. We will not pay for "loss" to any of the following:**

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## **SECTION IV. BUSINESS AUTO CONDITIONS**

### **A. LOSS CONDITIONS**

Item 2.a. and b. are replaced with:

#### **2. Duties In The Event of Accident, Claim, Suit, or Loss**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### **B. GENERAL CONDITIONS**

9. is added

#### **9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### **COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

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

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

#### 4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective 03/31/2014

Named Insured

Parker Landscape Development, Inc.

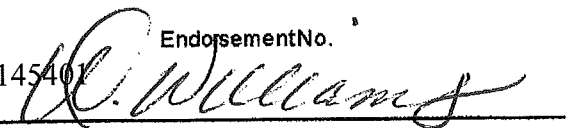
FMIC-GL-1002(10/2012)

Policy No.

CACGL000004145401

Countersigned by

Endorsement No.



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

###### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(I) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(II) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(III) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c, through n, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING  
INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and



(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- If such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
21. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - b. The providing of or failure to provide warnings or instructions.

**WORKER'S COMPENSATION CERTIFICATION**

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
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)

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

DATE: 9/23/14

Contractor Parker Landscape Dev. Inc.

By   
Signature



**PAY REQUEST APPLICATION**

**PROJECT NAME AND NUMBER: MEASURE U PARK IRRIGATION  
IMPROVEMENTS- PACKAGE A (L19706000)**

**CONTRACTOR:** \_\_\_\_\_

**PURCHASE ORDER NO. (Required):** \_\_\_\_\_

**COST CENTER: (L19706000)** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_ **PERIOD ENDING DATE:** \_\_\_\_\_

SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.

**ORIG. CONTRACT AMT.** \$ \_\_\_\_\_

**CHANGE ORDER NO. 1** \$ \_\_\_\_\_

**CHANGE ORDER NO. 2** \$ \_\_\_\_\_

**CHANGE ORDER NO. 3** \$ \_\_\_\_\_

**CHANGE ORDER NO. 4** \$ \_\_\_\_\_

**NET CHANGE BY CHANGE ORDERS:** \$ \_\_\_\_\_

**TOT ADJUSTED CONTRACT AMT TO DATE:** \$ \_\_\_\_\_

**BALANCE OF CONTRACT TO FINISH:** \$ \_\_\_\_\_

**TOTAL COMPLETE AND STORED TO DATE:** \$ \_\_\_\_\_

**LESS 5% RETENTION** \$ \_\_\_\_\_

**LESS PREVIOUS BILLINGS:** \$ \_\_\_\_\_

**AMOUNT DUE THIS INVOICE:** \$ \_\_\_\_\_

**\*\*\*Labor Compliance (payrolls etc.) is current and submitted for this Pay Request\*\*\***

**Submitted By** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submit To:** Department of Parks & Recreation  
915 I Street, 3rd Floor  
Sacramento, CA 95814  
Attn.: Jeff Nittka, Project Manager/ Kirsten Wise, Labor Compliance Officer

**Approved**

**By (Const. Insp.)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**

**By (Project Manager)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**

**By (Labor Compliance)** \_\_\_\_\_ **Date:** \_\_\_\_\_

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.  
(Rev. 9/17/04)

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitlka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No.

Work Performed Thru

FUNDING: 2401

ADDRESS:

6251 Sky Creek Drive  
Sacramento, CA 95828  
(916) 383-4071

Date Payment Submitted

Days Expended on Contract

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
	<b>Hite Park</b>									
1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Temporary Construction Fencing	1	LS	\$1,618.00	\$ 1,618.00					
3	Demolition	1	LS	\$5,044.00	\$ 5,044.00					
4	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
5	Site Electrical System	1	LS	\$7,488.00	\$ 7,488.00					
6	Domestic Water System	1	LS	\$12,318.00	\$ 12,318.00					
7	Concrete Flatwork	1	LS	\$1,333.00	\$ 1,333.00					
8	9" Concrete Mow Strip	1	LS	\$500.00	\$ 500.00					
9	Tubular Steel Fence Enclosure	1	LS	\$7,540.00	\$ 7,540.00					
10	Stabilized Decomposed Granite Paving	1	LS	\$1,600.00	\$ 1,600.00					
11	Booster Pump Assembly	1	LS	\$23,040.00	\$ 23,040.00					
12	Irrigation Central Controller	1	LS	\$19,485.00	\$ 19,485.00					
13	Misc. Irrigation System Improvements	1	LS	\$12,285.00	\$ 12,285.00					
14	Soil Preparation and Finish Grading	1	LS	\$206.00	\$ 206.00					
15	Turf Sod	1	LS	\$614.00	\$ 614.00					
<b>SUBTOTAL</b>					<b>\$ 96,626.00</b>	0	\$ -	0	\$ -	\$ -

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitka

Department of Parks and Recreation  
Park Planning and Development Services  
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Work Performed Thru \_\_\_\_\_

Date Payment Submitted \_\_\_\_\_

PHONE NO: (916) 383-4071

Days Expended on Contract \_\_\_\_\_

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
	<b>Rentfree Park</b>									
1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Temporary Construction Fencing	1	LS	\$1,618.00	\$ 1,618.00					
3	Demolition	1	LS	\$6,733.00	\$ 6,733.00					
4	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
5	Site Electrical System	1	LS	\$7,488.00	\$ 7,488.00					
6	Domestic Water System	1	LS	\$12,895.00	\$ 12,895.00					
7	Concrete Flatwork	1	LS	\$906.00	\$ 906.00					
8	9" Concrete Mow Strip	1	LS	\$634.00	\$ 634.00					
9	Tubular Steel Fence Enclosure	1	LS	\$8,143.00	\$ 8,143.00					
10	Stabilized Decomposed Granite Paving	1	LS	\$1,120.00	\$ 1,120.00					
11	Drinking Fountain	1	LS	\$5,559.00	\$ 5,559.00					
12	Booster Pump Assembly	1	LS	\$23,040.00	\$ 23,040.00					
13	Irrigation Central Controller	1	LS	\$24,178.00	\$ 24,178.00					
14	Misc. Irrigation System Improvements	1	LS	\$13,393.00	\$ 13,393.00					
15	Soil Preparation and Finish Grading	1	LS	\$103.00	\$ 103.00					
16	Turf Sod	1	LS	\$307.00	\$ 307.00					

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitlka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No. \_\_\_\_\_

Work Performed Thru \_\_\_\_\_

Date Payment Submitted \_\_\_\_\_

Days Expended on Contract \_\_\_\_\_

FUNDING: 2401

ADDRESS:

6251 Sky Creek Drive  
Sacramento, CA 95828  
(916) 383-4071

PHONE NO:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
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SUBTOTAL

\$ 109,672.00

0

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
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## Roosevelt Park

1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Encroachment Permit	1	LS	\$238.00	\$ 238.00					
3	Temporary Construction Fencing	1	LS	\$1,456.00	\$ 1,456.00					
4	Demolition	1	LS	\$4,253.00	\$ 4,253.00					
5	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
6	Site Electrical System	1	LS	\$16,224.00	\$ 16,224.00					
7	Domestic Water System	1	LS	\$23,515.00	\$ 23,515.00					
8	Concrete Flatwork	1	LS	\$980.00	\$ 980.00					
9	9" Concrete Mow Strip	1	LS	\$307.00	\$ 307.00					
10	Tubular Steel Fence Enclosure	1	LS	\$7,540.00	\$ 7,540.00					
11	Stabilized Decomposed Granite Paving	1	LS	\$710.00	\$ 710.00					
12	Booster Pump Assembly	1	LS	\$22,858.00	\$ 22,858.00					
13	Irrigation Central Controller	1	LS	\$13,649.00	\$ 13,649.00					
14	Misc. Irrigation System Improvements	1	LS	\$27,225.00	\$ 27,225.00					

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No. \_\_\_\_\_

Work Performed Thru \_\_\_\_\_

Date Payment Submitted \_\_\_\_\_

Days Expended on Contract \_\_\_\_\_

FUNDING: 2401

ADDRESS:

6251 Sky Creek Drive  
Sacramento, CA 95828

PHONE NO:

(916) 383-4071

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
	<b>Hite Park</b>									
1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Temporary Construction Fencing	1	LS	\$1,618.00	\$ 1,618.00					
3	Demolition	1	LS	\$5,044.00	\$ 5,044.00					
4	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
5	Site Electrical System	1	LS	\$7,488.00	\$ 7,488.00					
6	Domestic Water System	1	LS	\$12,318.00	\$ 12,318.00					
7	Concrete Flatwork	1	LS	\$1,333.00	\$ 1,333.00					
8	9" Concrete Mow Strip	1	LS	\$500.00	\$ 500.00					
9	Tubular Steel Fence Enclosure	1	LS	\$7,540.00	\$ 7,540.00					
10	Stabilized Decomposed Granite Paving	1	LS	\$1,600.00	\$ 1,600.00					
11	Booster Pump Assembly	1	LS	\$23,040.00	\$ 23,040.00					
12	Irrigation Central Controller	1	LS	\$19,485.00	\$ 19,485.00					
13	Misc. Irrigation System Improvements	1	LS	\$12,285.00	\$ 12,285.00					
14	Soil Preparation and Finish Grading	1	LS	\$206.00	\$ 206.00					
15	Turf Sod	1	LS	\$614.00	\$ 614.00					
	<b>SUBTOTAL</b>				\$ 96,626.00	0	\$ -	0	\$ -	\$ -

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

## PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No.

FUNDING: 2401

ADDRESS: 6251 Sky Creek Drive  
Sacramento, CA 95828

Work Performed Thru

Date Payment Submitted

PHONE NO:

(916) 383-4071

Days Expended on Contract

Amount

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Temporary Construction Fencing	1	LS	\$1,618.00	\$ 1,618.00					
3	Demolition	1	LS	\$6,733.00	\$ 6,733.00					
4	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
5	Site Electrical System	1	LS	\$7,488.00	\$ 7,488.00					
6	Domestic Water System	1	LS	\$12,895.00	\$ 12,895.00					
7	Concrete Flatwork	1	LS	\$906.00	\$ 906.00					
8	9" Concrete Mow Strip	1	LS	\$634.00	\$ 634.00					
9	Tubular Steel Fence Enclosure	1	LS	\$8,143.00	\$ 8,143.00					
10	Stabilized Decomposed Granite Paving	1	LS	\$1,120.00	\$ 1,120.00					
11	Drinking Fountain	1	LS	\$5,559.00	\$ 5,559.00					
12	Booster Pump Assembly	1	LS	\$23,040.00	\$ 23,040.00					
13	Irrigation Central Controller	1	LS	\$24,178.00	\$ 24,178.00					
14	Misc. Irrigation System Improvements	1	LS	\$13,393.00	\$ 13,393.00					
15	Soil Preparation and Finish Grading	1	LS	\$103.00	\$ 103.00					
16	Turf Sod	1	LS	\$307.00	\$ 307.00					

## Rentrée Park

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No.

FUNDING: 2401

ADDRESS:

6251 Sky Creek Drive  
Sacramento, CA 95828

Work Performed Thru  
Date Payment Submitted  
Days Expended on Contract

PHONE NO:

(916) 383-4071

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
<b>SUBTOTAL</b>					\$ 109,672.00	0				

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
<b>Roosevelt Park</b>										
1	Project Mobilization and Coordination	1	LS	\$3,370.00	\$ 3,370.00					
2	Encroachment Permit	1	LS	\$238.00	\$ 238.00					
3	Temporary Construction Fencing	1	LS	\$1,456.00	\$ 1,456.00					
4	Demolition	1	LS	\$4,253.00	\$ 4,253.00					
5	Site Staking and Layout	1	LS	\$185.00	\$ 185.00					
6	Site Electrical System	1	LS	\$16,224.00	\$ 16,224.00					
7	Domestic Water System	1	LS	\$23,515.00	\$ 23,515.00					
8	Concrete Flatwork	1	LS	\$980.00	\$ 980.00					
9	9" Concrete Mow Strip	1	LS	\$307.00	\$ 307.00					
10	Tubular Steel Fence Enclosure	1	LS	\$7,540.00	\$ 7,540.00					
11	Stabilized Decomposed Granite Paving	1	LS	\$710.00	\$ 710.00					
12	Booster Pump Assembly	1	LS	\$22,858.00	\$ 22,858.00					
13	Irrigation Central Controller	1	LS	\$13,649.00	\$ 13,649.00					
14	Misc. Irrigation System Improvements	1	LS	\$27,225.00	\$ 27,225.00					

## CITY OF SACRAMENTO

Department of Parks and Recreation  
Park Planning & Development Services

## SCHEDULE OF VALUES

Remit To: Jeff Nitka

Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

PROJECT NAME: Measure U Park Irrigation Improvements - Package A

CITY PROJ. NO: L19706000

CONTRACTOR: Parker Landscape Development

Payment No.

FUNDING: 2401

ADDRESS:

6251 Sky Creek Drive  
Sacramento, CA 95828

Work Performed Thru  
Date Payment Submitted  
Days Expended on Contract

PHONE NO:

(916) 383-4071

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
15	Soil Preparation and Finish Grading	1	LS	\$125.00	\$ 125.00					
16	Turf Sod	1	LS	\$372.00	\$ 372.00					
	<b>SUBTOTAL</b>				\$ 123,007.00	0				

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate Quantity	This Estimate \$ Amount	Total Work Completed Quantity	Total Work Completed \$ Amount	Quantity Remaining
	<b>Curtis Park</b>									
1	Project Mobilization and Coordination	1	LS	\$3,402.00	\$ 3,402.00					
2	Encroachment Permit	1	LS	\$240.00	\$ 240.00					
3	Temporary Construction Fencing	1	LS	\$408.00	\$ 408.00					
4	Demolition	1	LS	\$4,954.00	\$ 4,954.00					
5	Site Staking and Layout	1	LS	\$187.00	\$ 187.00					
6	Domestic Water System	1	LS	\$17,231.00	\$ 17,231.00					
7	Concrete Flatwork	1	LS	\$218.00	\$ 218.00					
8	9" Concrete Mow Strip	1	LS	\$751.00	\$ 751.00					
9	Stabilized Decomposed Granite Paving	1	LS	\$1,938.00	\$ 1,938.00					
10	Soil Preparation and Finish Grading	1	LS	\$208.00	\$ 208.00					
11	Turf Sod	1	LS	\$620.00	\$ 620.00					



**GUARANTEE**

We hereby guarantee the: **MEASURE U PARK IRRIGATION IMPROVEMENTS-  
PACKAGE A**  
Project Number: L19706000

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

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

Dated: 9/23/14

Signed: 

Tim Parker

Printed Name  
Parker Landscape Dev. Inc.

Company  
6251 Sky Creek Dr. #A

Address  
Sacramento, Ca. 95828

**B15190021001**

# **SPECIAL PROVISIONS**

## **GENERAL PROVISIONS**

### **1. General Provisions**

#### **SPECIAL PROVISIONS FOR:**

#### **MEASURE U PARK IRRIGATION IMPROVEMENTS- PACKAGE A PN: L19706000**

#### **I. GENERAL REQUIREMENTS**

##### **A. SCOPE AND LOCATION OF WORK**

The work to be performed under these Special Provisions consists of upgrading the existing irrigation controllers at Curtis, Hite, Renfree, and Roosevelt Parks with new central irrigation controllers, install new booster pumps, tube steel fencing, concrete paving, decomposed granite paving, landscape repair, new points of connection for domestic and irrigation water.

##### **B. COMPLETION TIME**

The time for the completion of all work is 90 (ninety calendar days) from the Notice to Proceed for substantial completion. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

##### **C. SPECIFICATIONS**

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

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

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

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are now

subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

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

F. TIME OF AWARD

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

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to **City Project Manager Jeff Nittka**, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814, (916) 808-5996, FAX (916) 808-8275, [jnittka@cityofsacramento.org](mailto:jnittka@cityofsacramento.org).

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

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

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

#### I. WORKMANSHIP AND MATERIALS

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

#### J. TRADE NAMES AND ALTERNATIVES

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

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

Request for approval shall, in addition to following the directions described above, list any and all deviations in the quality, criteria, characteristics or dimensions from the specified item or items. Any deviations in the quality, criteria, characteristics or dimensions that do not appear in the request for

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 - DATED MARCH 26, 1970

Upon the written request of the Contractor and upon written approval by the City Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Landscape Architect, and thereafter, except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the City Landscape Architect will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for repairing or replacing defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council, or during the applicable guarantee period.

N. CONFLICTS

This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the

specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

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

R. SUBMITTALS

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

<u>ITEM</u>	<u>PRODUCT DATA</u>	<u>SHOP DRAWINGS</u>	<u>MOCK-UP OR SAMPLE</u>
Concrete Mix	X		
Aggregate Base	X		



<u>ITEM</u>	<u>PRODUCT DATA</u>	<u>SHOP DRAWINGS</u>	<u>MOCK-UP OR SAMPLE</u>
Domestic Water Pipe	X		
Drinking Fountain	X		
Sprinkler Heads	X		
Quick Couplers	X		
Valve Boxes & Lids	X		
Swing Joint Assemblies	X		
Mainline & Lateral Pipe	X		
Control Wire & Connectors	X		
Irrigation Controller	X		
Gate Valves	X		
Master Valve	X		
Flow Sensor	X		
PVC Fittings	X		
Solvent Weld for PVC	X		
Booster Pump	X		
Stabilized Decomposed Granite	X		
Tubular Steel Fencing	X	X	
Soil Amendments	X		X
Sod Mix and tags	X		X
Electrical Materials	X		

**One (1) copy** of such submittals shall be furnished for review by the Landscape Architect, a **digitally scanned copy** will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for fulfillment of the contract as prescribed.

#### S. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible Mylar "as-built" drawing with all deviations from the original recorded thereon (layout and grades included). This "as-built" shall be found to be of acceptable quality by the Landscape Architect. Upon request, the City shall supply the Contractor with a Mylar base map for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

#### T. LICENSE REQUIREMENTS

For publicly bid park projects a General Engineering Contractor "A" License is required. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4. Classifications on the California Contractors State License Board website.

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

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

#### V. PROJECT COORDINATION

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

#### W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the city's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2: Ord. 99-007 § 3: prior code § 58.01.102)

X. **City of Sacramento Subcontractor and LBE Participation Verification FORM.**

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

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

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

AA. **Urgency Legislation SB 854 Passed by California Legislature JULY 10, 2014**

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed late last month, created a registration program, effective July 1, 2014, to fund the Department of Industrial Relations' monitoring and enforcement of prevailing wage laws.

The registration period is open now, and contractors and subcontractors wishing to work on a public works project must be registered by March 1, 2015. For public agencies/awarding bodies, the new law requires that all public works projects with bids due after March 1, 2015, or awarded on or after April 1, 2015, use only registered contractors and subcontractors. The bill also requires awarding bodies to include notice of the registration requirement in their bid invitations and bid documents. In addition, public agencies must also file notice of their public works projects using DIR approved forms.

Registration is completed through an online application and requires a non-refundable \$300 fee to be paid by the contractors and subcontractors. The registration process requires contractors to:

- provide workers' compensation coverage to its employees
- hold a valid Contractors State License Board license
- have no delinquent unpaid wage or penalty assessments
- not be subject to federal or state debarment

Contractors must pay an annual renewal fee by July 1 of each year. The registration form is located on the DIR's website at <http://www.dir.ca.gov/DLSE/dlsepublicworks.html>.

To help awarding bodies and contractors comply with the new requirements, the DIR will post a database of registered contractors and subcontractors on its website. While non-registered contractors may not be awarded public works contracts after the effective date, inadvertently listing an unregistered subcontractor on a bid will not necessarily invalidate that bid. In addition, the registration requirement does not apply to private jobs that are determined to be public works after the contract has been awarded.

The new registration system replaces the previous requirement that awarding bodies pay for costs to monitor and enforce compliance with prevailing wage laws for certain public works projects. Registration and renewal fees will go into the State Public Works Enforcement Fund, which provides for the administration of contractor registration, monitoring and enforcement of prevailing wage laws, and the enforcement of Labor Code violations on public works projects by the DIR.

BB. BUILDING PERMITS

The Contractor shall be responsible for picking up the project building permit(s) when ready to issue; be responsible for coordinating all necessary City Building Department inspections as well as any special inspections required by the permit(s); and be responsible for finalizing/closing out the building permit(s) with the City Building Department. The City shall pay for all building permit fees and special inspections.

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

## **ITEMS OF THE BID PROPOSAL**

### **Item No. 1 – Project Mobilization and Coordination**

This item shall consist of those elements including but not limited to the following: all general coordination with the Project Manager the Inspector and other staff as necessary to complete, as necessary, the Project in an efficient workmanlike manner; Submittals; Record Drawings; Maintenance of Traffic, Public Safety, and Convenience; Protection of Existing Improvements; Construction Facilities and Temporary Controls; Temporary Electricity; Project Closeout; and Operation and Maintenance Data for this project. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of facilities necessary for work on the project; and for all other work and operations which must be performed, or cost incurred prior to beginning work, on the various items on the project site.

Payment shall a lump sum price reflecting an amount not to exceed **two percent (2%) of the total bid amount**, which will be paid in monthly payments equal to the percentage of work completed for that time period and shall include all labor, materials, equipment, administrative costs and incidentals necessary to complete this item. The total amount for this item shall be reflected as a separate line item.

*Note: Exceeding the 2% of the total proposed based bid for this item of the proposal shall be cause for rejection of the proposal as being non-responsive.*

### **Item No. 2 - Encroachment Permit**

This item shall consist of furnishing, installing and implementing the encroachment permit in conformance with these specifications and per the Standard.

- A. Street Encroachment/Excavation Permit - Contractor shall apply for and obtain an Encroachment/Excavation Permit from the Community Development Department, Permit Counter at 300 Richards Boulevard, 3rd Floor, Sacramento, prior to performing any street work. For more information on the Application for Encroachment/Excavation, contact (916) 808-6810. The City Parks and Recreation Dept. will pay the fee associated with the Encroachment/ Excavation Permit directly to the Community Development Dept., after the permit application is filed and prior to approval. Contractor will be required to submit copies of the site plan, a Traffic Control Plan prepared by the Contractor, and a construction schedule for work in the right-of-way.

Payment shall be at the lump sum price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in providing and completing the Encroachment Permit as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 3 - Temporary Construction Fencing**

This item shall consist of furnishing, installing and maintaining a temporary 6' high chain link

construction fence around the construction area as shown on the Plans in conformance with Section 10 of the Standard Specifications.

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

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

#### **Item No. 4 - Demolition**

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

- A. Removal of existing irrigation controller. Contractor shall disconnect and remove existing irrigation controller and associated metal enclosure. Controller shall be returned to the City, pedestal enclosure to be disposed off-site. Mark and cap existing remote control valve wires connected to controller for future routing and connection to new controller location. All items removed by the Contractor shall be legally disposed of away from the project site, except as noted. Existing concrete paving pad to remain in place. Cut and grind down flush to grade any attachment bolts or hardware.
- B. Removal of existing booster pump. Contractor shall disconnect and remove existing irrigation booster pump assembly from within below grade vault as noted on Plans. Remove and dispose existing concrete or metal vault and metal access covers. Booster pump assembly shall be returned to the City. Mark and cap existing main electrical supply feed to booster pump assembly and control panel for future connection of new booster pump. Void and depressions resulting from removed booster pump and vault shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Inspector.
- C. Removal of existing drinking fountain. Contractor shall disconnect, remove and return existing drinking fountain city. Remove and dispose existing associated concrete footing as noted on Plans. Mark and cap existing domestic water supply line to drinking fountain for connection of new drinking fountain. Remove and dispose of existing sump as noted on the plans.
- D. Removal of existing concrete paving. Contractor shall remove dispose of existing concrete paving as noted on Plans. All resulting debris shall be removed and legally disposed of away from the project site.
- E. Tree Removal -Trees to be removed are shown on the plans. Removal of trees shall include removal of stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field.

Removed trees shall become the property of the Contractor and disposed of off the project limits.

- F. Water Lines to be Removed the contractor shall remove and dispose of existing water lines as shown on the plans. The contractor shall install a schedule 80 PVC cap and thrust block at the location where the existing water line was removed and the existing water line to remain.
- G. Water Balloon Filler the contractor shall remove and dispose of the existing water balloon filler and cap the water line to remain as shown on the plan.

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

#### **Item No. 5 – Site Staking and Layout**

This item shall consist of completing the Site Staking and Layout for site layout, grading, utilities and other elements as shown on the plan.

Contractor shall set stakes for site layout and grading for approval by the Inspector prior to installation.

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

#### **Item No. 6 – Site Electrical System**

This item shall consist of furnishing, installing and testing the parks electrical systems modifications as shown on the plans and in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

- A. Electrical Utility Service modifications shown on the plans shall be coordinated with SMUD and shall comply with the installation requirements from SMUD.
- B. Utility Service Pedestal shall comply with the layout and requirements shown on the plans. The existing lighting controls shall be field verified for connections and operation to confirm the new lighting controls will operate the existing lighting.
- C. Electrical Incidental Parts which are not shown on the plans or specified herein and which are necessary to complete the park electrical systems modifications shall be furnished and installed as though such parts were shown on the plans or specified herein.
- D. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: Marker tune frequency for electrical and no marker locators will be required by the Contractor. Contractor shall supply only enough markers for use in new electrical system. The markers shall be placed within the pull box cover of

buried lawn area pull boxes. The marker shall be 3M EMS 4" Extended Range 5' Ball Marker – Power 1402-XR.

- E. Electrical Wire & Conduit shall be installed as shown on the plans.

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

### **Item No. 7 - Domestic Water System**

This item shall consist of furnishing and installing the domestic water line, meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

- A. Supply Line shall be solvent weld PVC pipe; 2-1/2" and under shall be Schedule 40; 3" and larger shall be Class 315. Pipe shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications.
- B. Shut-off Valve shall be a gate valve as specified in Section 27-7 and 38 of the Standard Specifications. Contractor is required to use lead free gate valves on all domestic water systems.
- C. Water Meter shall be as specified in Section 27 of the Standard Specifications and to be installed by the City Water Division. Meter shall be of the size as noted on plans. The Contractor shall contact the Customer Service Office, located at 1391 35th Avenue, or by calling (916) 264-5371, for current fee information. A Water Development Impact fee will not be required on City park projects. Contractor is responsible for paying water meter fees and should allow 60 days for installation by the City after payment.
- D. Backflow Prevention Assembly shall conform to Section 10-49 and the appropriate Standard Drawing W-606 or W-607 of Section 38 of the Standard Specifications. The lowest point of the Backflow Prevention Assembly shall be placed with a 12" minimum clearance and 15" maximum clearance from finished grade. After installation, the backflow prevention assembly must be tested for proper operation by a certified backflow device tester prior to use. All backflow prevention devices and risers shall be painted Hunter Green or approved equal.
- E. Concrete Pad shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Special Provisions.
- F. Freeze Protection Bag shall be required to be installed on the backflow preventer. Refer to plans.
- G. Enclosure for backflow preventer shall be an insulated backflow preventer cage by Placer Waterworks Model as sized to fit backflow preventer, or approved equal. Available through Placer Waterworks (530) 742-9675, FAX (530) 742-9680.



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

#### **Item No. 8 - Concrete Flatwork**

This item shall consist of furnishing and constructing Concrete Flatwork as shown on the plans in conformance with Sections 10, 17, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- C. Aggregate Base (AB) under concrete flatwork shall have a relative compaction of 95% and be installed as shown on the plans. In addition it shall be installed in conformance with Section 10 and 17 of the Standard Specifications and these Special Provisions.
- D. Subgrade shall have a relative compaction of 90%.
- E. Expansion & Score Joints shall conform to Section 24 of the Standard Specifications with the exception of the following. Expansion joints shall be three eighth inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius. Score joints shall be one inch (1") deep.
- F. Finish shall conform to the following. All exposed surfaces shall be finished to true lines and grades as shown on the plans. The surface shall be floated to a smooth but not slippery finish. Sidewalk surface shall be edged to a 3/8" radius and broomed perpendicular to the sidewalk edge with a medium finish.

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

#### **Item No. 9 - 9" Concrete Mow Strip**

This item shall consist of constructing a 9" Concrete Mow strip as shown on the plans in conformance with Section 10, 19, and 24 of the Standard Specifications and these Special Provisions.

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

- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be placed at 20' O.C., and score lines at 10' O.C.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 9" Concrete Mow Strip as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 10 – Tubular Steel Fence Enclosure**

This item shall consist of furnishing and installing an 8' High Tubular Steel Fence Enclosure with access gates as shown on the plans and the details and in conformance with these Special Provisions.

- A. Tubular Steel Fence tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds shall be ground smooth.
- B. Posts shall be 4" square 12 gauge posts embedded into concrete footings.
- C. Horizontal Rails shall be as noted on the details and plans.
- D. Vertical Pickets shall be as noted on the details and plans.
- E. Gate Sizes shall be 8'-0" or 6'-0" clear across for double gate, as noted on plans.
- F. Gate Frame to be as noted on the details and plans.
- G. Gate Latch shall be as shown on details.
- H. Gate Hinge shall be heavy duty, commercial grade ball bearing and self-closing, spring loaded hinge structurally capable of supporting gate leaf and allow opening and closing without binding by Builder Fence Company, Inc. or approved equal.
- I. Finish - Furnish all primer, paint, and other finishes as shown and specified. After fabrication, all materials to be power-washed in a phosphoric acid solution, dried, and receive two coat shop primer and two coats gloss black enamel, equal to Rustoleum. Powder coating shall be as shown on Plans. Prime and paint all cuts, welds and grind smooth.

1. The paint manufacturer Standard Specification will be considered as the minimum standard for the work.
  2. Provide sample finishes on the actual surface to be painted. Approved samples will become standard.
  3. Submit a complete list of all materials proposed for use.
  4. All materials shall be "first line" or best quality as manufactured by Kelly-Moore, Sherwin-Williams, Fuller-O'Brian, or approved equal.
  6. Apply all finishes in strict accordance with manufacturers' recommendations.
  7. Painter shall repair any scratches, chips, etc that occur during construction.
- J. Concrete Footings installed as shown on the plans and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications. Concrete footings shall be 3'-0" deep by 12" in diameter.
- K. Submit shop drawings for review and approval prior to ordering materials. Shop drawings shall show dimensions, sizes, thickness, gauges, finishes, joining, attachments, and relationship of work to adjoining construction.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete the Tubular Steel Fence Enclosure as shown on the plan and as specified in these Special Provisions and directed by the Inspector.

#### **Item No. 11 – Stabilized Decomposed Granite Paving**

This item shall consist of furnishing and placing Stabilized Decomposed Granite Paving as shown on the plans in conformance with Sections 10, 19, 24 and 35 of the Standard Specifications as amended by these Special Provisions.

- A. Decomposed Granite shall be orange-brown in color with particles not to exceed 4.75 mm in diameter, and installed at a finished compacted depth of three and one-half inches (3-1/2"). Decomposed granite shall be compacted to a minimum of 95%, except within 5' of an existing tree trunk, where the compaction shall be 85%. The surface shall be smooth and even with no depressions or bumps and with a 1% minimum and 2% maximum cross slope.

Immediately prior to placing the decomposed granite mixture, the subgrade shall be moistened. The mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the mixture. The mixture shall be leveled by raking and compacted by use of a light roller. The mixture shall not be screeded off or finished by floating. No steel tooling of edges shall be done.

The finished surface shall be kept moist for five days. Broom with a steel-bristle broom within 24 hours after placement to remove cement mortar film on the exposed surface and to fill cracks with decomposed granite. Broom the surface daily for four (4) additional days, filling cracks each time.

- B. Sample. Prior to placement of decomposed granite the Contractor shall submit to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the

Landscape Architect's approval.

- C. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 5% by weight of dry DG
- D. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.
- E. Subgrade shall conform to Section 14-7 of the Standard Specifications, with the following exception: relative compaction shall be 90%.
- F. Weed Control shall conform to Section 35-6 and 35-8 of the Standard Specifications, and shall include granulated pre-emergent herbicide under the decomposed granite paving.

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

#### **Item No. 12 - Drinking Fountain**

This item consists of furnishing and installing an accessible Drinking Fountain and associated drain sump as shown on the plans and in conformance with these Special Provisions.

- A. Drinking Fountain Assembly shall be MDF 440 SM with jug filler, or approved equal. Color shall be Black. Nibco T-113-LF valve required. Freeze-proof valves are not required.  

Distributed by: Most Dependable Fountains, (800) 552-6331, or Husband and Associates: 925-426-5001
- B. Connect existing water supply line servicing removed fountain to new fountain and install in conformance with Section 10 and Section 36 of the Standard Specifications.
- C. Disinfection of the domestic water line shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.
- D. Gate Valves (2 required) with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on the plans.

- E. Drain Sump shall be constructed as shown on the drawings. New drain sump shall be installed in same location as existing sump to be removed.
- F. Drain Line shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.
- G. All Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.
- H. Concrete Footing shall be Portland Cement Concrete Type II Class "D", as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

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

### **Item No. 13 - Booster Pump Assembly**

This item shall consist of furnishing and installing the Booster Pump Assembly in conformance with Section 36-25 of the Standard Specifications, these Special Provisions and the manufacturer's specifications.

- A. Booster Pump Assembly shall be by *Custom Pump and Power Supply*, Customflow Quality Booster Package; model as specified on plans, or approved equal. Booster pump assemblies have been designed for each of the park projects as noted on plans. Assembly, testing, startup, and service by *Custom Pump and Power Supply*. Electrical supply to power the booster pump assembly shall be provided by the Contractor as noted on the plans.

The pump station is designed to operate automatically through a control system. The irrigation system must provide (A) the water pressure through the plumbing connection and the (B) control device, The pressure source for the system can be city pressure, gravity, or a pump that creates or boosts the required pressures The control device can be a controller linked with a pump start relay, pressure switch, float switch, or flow switch for automatic operation. The basic function of our system will receive an external electrical signal, close a contact transferring the power to the motor and the pump is activated. When the demand stops, the contacts open and subsequently the pump turns off.

- B. Conditions: Maximum gallons per minute flow and PSI increase, electrical service and pump start shall be as noted on plans. Assembled and mounted above ground in a weatherproof painted steel enclosure.
- C. Pump shall be as noted on the plans and sized to allow irrigating the site in an 8 hour period.
- D. Panel shall be as noted on the plans. Contractor to connect pump start terminal in irrigation controller as specified.

- E. Controls for 24 volt PLW start relay, relay reset and red pump button light for high temperature safety, terminal strip, and wiring documentation.
- F. Temperature Switch shall be INOV8 mounted on the pump volute to turn off or for no flow safety shut down.
- G. Butterfly Valve shall be two (2) Nibco GD4765 – 3" size with grooved connection for above ground installation.
- H. Butterfly Valve shall be two (2) Nibco GD4765 – 3-4" size with grooved connection for above ground bypass.
- I. Valve shall be 3" sized grooved connection for pump discharge mounting. Galvanized system piping with grooved couplings and fittings 3".
- J. Gauges shall be two (2) American Granby Liquid filled gauges, 160 psi, size 2-1/2" stainless steel case for intake and outlet manifold.
- K. Custom Steel Enclosure shall be at the size as noted on the plans with removable panel doors for service access, slanted roof, dark green color, all steel brackets and hardware, with louver vents inlet outlet located on opposite ends. The metal shall be 14-gauge equipped with stainless steel T-handle lock with number 506 key. Exhaust fan rated for 117CFM, 115-volt, with finger guard for safety, external single muffin fan hood to shield from exposure. The standard finish is two coat powder coated with dark green color.
- L. Conduits for various connections into pump enclosure need to be carefully coordinated between manufacturer and contractor and plumbed inside prior to pouring concrete enclosure pad. The pad needs to be level for proper closure. Allow 36" clearance in front and behind for future access. Contractor to verify power and supply control wires from irrigation controller.
- M. Testing The pump system shall be tested by the manufacturer for conformance to the flow and pressure requirements specified.
- N. Maintenance A ninety (90) day maintenance period to cover system adjustments for optimum performance shall be performed.
- O. Warranty and Owners Manual The entire pump station shall have an unconditional one-year warranty from the date at final acceptance by the City. The Contractor shall provide two (2) copies of owner's operating manuals with complete operational instructions and special tools for equipment to the Inspector.
- P. Record Drawings The Contractor shall provide three (3) copies of record drawings.

Payment shall be made at the lump sum price for the booster pump assembly and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Booster Pump Assembly as shown on the plans, these Special Provisions and as directed by the Inspector.

#### **Item No. 14 – Irrigation Central Controller**

This item shall consist of furnishing and installing the Irrigation Central Controller as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions.

A. General

1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.
2. Mandatory pre-installation meetings are required for all City of Sacramento parks projects. The contractor shall organize and conduct an on-site, pre-installation meeting with a representative from John Deere Green Tech (equipment supplier), Gonzalo Albor, the City's Irrigation Specialist, the Landscape Architect and the Inspector prior to the installation of the central control system.

John Deere Green Tech representative is Jim Weller.

3. All materials except interconnect conductors shall have a five year limited warranty. The contractor shall submit proof of warranty to the City inspector prior to the start of the maintenance period. It shall be the contractor's responsibility to obtain the necessary warranty inspections from the equipment supplier. No installation will be accepted without proof of warranty.
4. All existing and new computerized irrigation control system components shown on the plans shall be fully operational at final acceptance.
5. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.
6. Existing interconnect systems shall be maintained in effective operation by the contractor for the duration of the work. The contractor shall notify the City inspector 48 hours prior to performing any work on an existing system.

B. Product

1. Conduit

- a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1 inch in size, unless otherwise noted.
- b. All telephone service interconnect conduit and fittings shall be as approved by the local telephone company and shall be in a 2" conduit.

2. Conductor

- a. Communication Cable as required from the sub-master satellite assembly to the other satellite assemblies on line shall be a 4 conductor shielded cable (part # EV-CAB-COM). Communication cable may be used to link satellites up to 5,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.

- b. Flow Sensor Wire as required from the flow sensor into the satellite assembly enclosure shall be a 2 conductor shielded cable (part # EV-CAB-SEN). The sensor cable may be used to connect the flow sensor to a satellite up to 2,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
- c. Conductors shall be the same type and size shown on the drawings as required for proper operation of the system.

3. Wire Splices

- a. Conductors shall be installed with NO UNDERGROUND splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
  - b. Wire Splices on the communication or sensor cable shall be made with a splice kit (part # ETS-SPLICE).
4. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.

5. Ground Rod

- a. A 5/8-inch by 8-foot ground rod, clamp and #10 wire shall be provided at every satellite location. It shall be installed within eight to twelve feet (8'-12') from the enclosure with nine inch (9") valve pit.
- b. All central control system equipment shall be grounded to conform to requirements of the National Electric Code, current edition as adopted by the City and the manufacturer specifications. No solder connections will be allowed. Resistance to ground shall be no more than 25 ohms.

6. Satellite Assembly

- a. The number and location of the satellites shall be as shown on the drawings and shall be as manufactured by Rain Master
- b. All satellites shall be pre-assembled; hereafter referred to as Satellite Assembly, by John Deere Green Tech in a top entry, SA6 series "Strongbox" stainless steel weatherproof, vandal resistant, lockable enclosure manufactured by V.I.T. Products.
- c. The satellite assembly shall consist of a stainless steel enclosure, stainless steel removable backboard, interconnect terminal strips, primary power voltage surge arrester, on/off switch, a ground fault interrupt circuit, ground rod, wire and clamp. The controller stainless steel enclosure shall include the optional 12" stainless steel box extension and install as specified by John Deere Green Tech.



- d. All outdoor controllers require a fan. Controller may require a radio high gain antenna RHG or a radio flat antenna RFL as designated on the plans.
- e. The satellite assembly SA6-RM6 shall include a hard wire communication circuit board for communicating with a sub-master satellite assembly SA6-RM8 when interconnected by means of hard wire EV-CAB-COM.
- f. The satellite assembly shall include a flow sensing assembly with a normally open master valve FSAV series.
- g. The satellite assembly shall include a Rain Master PRO-MAX built-in receiver only with controller access code PMR-CA.
- h. The satellite assembly shall be covered by a five year limited warranty.

#### Execution of Work

##### 1. Interconnect Conduit

- a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right of way, an easement shall be provided to the City prior to installation.
- b. Conduit runs shall be installed as shown in the approved plans. The Inspector prior to installation shall approve any changes.
- c. The ends of the conduits, whether shop or field cut shall be reamed to removed burrs and rough edges. Cuts shall be made square and true.
- d. The ends of the conduit shall be capped until the pulling of wiring is started.
- e. Conduit bends, except factory bends, shall have radii of not less than six times the inside diameter of the conduit.
- f. Conduit shall be installed at a depth not less than 18 inches below finished grade.
- g. Conduit shall be free of soil and debris.
- h. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to receive future, interconnect cable. At least 2 feet of pull rope shall be extended beyond each end of the conduit run and secured.

##### 2. Interconnect Conductors

- a. All interconnect conductors shall be pulled by hand.

- b. A total of 3 feet of cable shall be left at each satellite assembly and pull box. Sufficient slack shall be left to allow the wire to extend 18 inches above the top of the pull box grade.
- c. The interconnect wire shall be continuous from satellite to satellite. All splices shall occur within the satellite enclosure unless specifically authorized by the City Inspector. Splices shall be capable of satisfactory operation under continuous submersion in the water.

### 3. Pull Boxes

- a. Pull boxes shall be installed at intervals not to exceed two hundred feet and at all changes in direction and where the conduit crosses a roadway, bridge or railroad track (with a 36-inch loop inside the box).
- b. Pull boxes shall be installed in area to be landscaped whenever possible.
- c. The bottom of the pull box shall be bedded in crushed rock six inches deep prior to installation of the interconnect cable.

### Equipment Supplier Support

- 1. Review system and plans.
- 2. Conduct one pre-construction meeting on site, for the contractor and owners' representative.
- 3. Hook-up communication and flow sensor cable inside the assembly.
- 4. Test to verify proper grounding.
- 5. Field test for proper operation of the assembly components.
- 6. Communication cable continuity and resistance test.
- 7. Calibration of assembly flow sensing components (if applicable).
- 8. Verify equipment conforms to and is installed in accordance with Green Tech and Manufacturers specifications and recommendations.
- 9. Perform functional test of system from a computer.
- 10. Provide written certification letter. The contractor is required to provide the Landscape Architect with a written certification letter by Green Tech, at final acceptance.

Payment shall be made at the lump sum price bid for the controller assembly and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Irrigation Central Controller as shown on the plans, as

specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

**Item No. 15 – Misc. Irrigation System Improvements**

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

- A. Backflow Prevention Assembly shall conform to Sections 36-9, 10-49 and Standard Drawing No. "W-606" or "W-607" of Section 38 of the Standard Specifications.

Backflow Assembly Manufactured by the "Ames Fire and Waterworks Company" will not be approved. Models: COLT SERIES 200A, 300A, and MAXIM SERIES 400, 500. These assemblies cannot be maintained or repaired if the assembly body is painted. The contractor will not paint over or cover the manufacturer's identification plate and the Backflow Assembly Serial Number.

- B. Water Tap and Meter shall conform to Section 36-5 of the Standard Specifications. The water tap and meter shall be installed by the City Department of Utilities. Size of tap is shown on the plans. Meter and backflow prevention assembly shall be same size as tap. For tap and meter information contact the City of Sacramento, Department of Utilities, (916) 808-5454. Contractor shall allow 60 days for installation of water tap and meter.
- C. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and as indicated on the Plans, or approved equal. Plastic valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- D. Master Valve shall be normally closed with 24V solenoid and a bypass master valve normally open. Master valve's sizes and type as shown on the plans and per Standard Drawing No. "L-20" of Section 38 of the Standard Specifications. Install per details and manufacturer's specifications. Pull four additional wires in different colors from controller to master valve.
- E. Flow Sensor and Output Transmitter: Install the flow sensor as per the details and manufacturer's specifications. Pulse output transmitter shall be installed per the manufacturer's specifications.
- F. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- G. Electrical shall conform to Section 34 of the Standard Specifications.
- H. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

- I. Quick Coupling Valves shall be as indicated on the Plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") treaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade. Four (4) quick coupler keys shall be provided to the City of Sacramento at the completion of the project.
- J. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.
- K. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 200 PVC rubber ring gasketed for lines 2½" and larger. Main line pipes 2½" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.
- L. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- M. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.
- N. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- O. Backflow Preventer Enclosure: Shall be Placer Waterworks insulated steel backflow preventer enclosure, sized to fit new backflow preventer as noted on plans, or approved equal. Color shall be green. Available through Pacer Waterworks, Inc. (530) 742-9675.
- P. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the pipe going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of paving.
- Q. Preconstruction Test of Existing Irrigation System – City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking

paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

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

#### **Item No. 16 – Soil Preparation and Finish Grading**

This item shall consist of Soil Preparation and Finish Grading for the replacement of damaged landscape turf planting areas shown on the plans in conformance with sections 35 and 36 of the Standard Specifications and these Special Provisions.

- A. Preparing Planting Area shall conform to Section 35-5.
- B. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
- C. Soil Conditioner shall be cultivated into the top three inches (3") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.
- D. Compact Soil in planting areas to 85% relative compaction in accordance with ASTM D1557-78.
- E. Fine Grade all planting areas to a smooth, loose and uniform surface. Eliminate uneven areas, ridges and depressions.
- F. Turf Area shall be graded 1" below adjacent paved area, sidewalks, valve boxes, mow strips, drains etc. in order to receive turf sod, establishing final grade flush with these surfaces.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Soil Preparation and Finish Grading for existing planting areas disturbed as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

#### **Item No. 17 - Turf Sod**

This item shall consist of furnishing materials, preparing and installing the Turf Sod in areas shown on the Plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
- D. Turf Sod shall conform to Section 10-42, and applicable paragraphs of Section 35-10 of the Standard Specifications and these Special Provisions. Turf shall be as indicated on the Plans.

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

# CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND RECREATION  
PARKS MAINTENANCE DIVISION

CONSTRUCTION PLANS FOR:

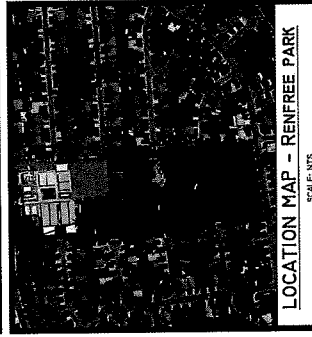
## MEASURE U PARK IRRIGATION IMPROVEMENTS PACKAGE A

PROJECT NUMBER: LI9.7060.00

HITE PARK - 5375 VALLEY HI DRIVE  
RENFREE PARK - 54 CACHE RIVER CIRCLE  
ROOSEVELT PARK - 1615 9TH STREET  
CURTIS PARK - 3349 WEST CURTIS DRIVE



LOCATION MAP - HITE PARK  
SCALE: NTS



LOCATION MAP - RENFREE PARK  
SCALE: NTS



LOCATION MAP - ROOSEVELT PARK  
SCALE: NTS



LOCATION MAP - CURTIS PARK  
SCALE: NTS

### GENERAL NOTES

- COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3. COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- TRAFFIC CONTROL REQUIREMENTS: REFER TO SECTION 6-4.0. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- EXISTING UTILITIES: REFER TO SECTION 4.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 4.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- PERMANENT SURVEY MONUMENTS: REFER TO SECTION 4.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- IF HUMAN REMAINS ARE ENCOUNTERED: ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- TRENCH SAFETY PLANS: REFER TO SECTION 6-8. TRENCH SAFETY PLANS SHALL BE SUBMITTED TO THE CITY OF SACRAMENTO FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
- RECORD DRAWINGS: REFER TO SECTION 6-4. RECORD DRAWINGS SHALL BE SUBMITTED TO THE CITY OF SACRAMENTO FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.



Know what's below.  
Call before you dig.

**CITY REPRESENTATIVE:**  
JEFF NITKA  
LANDSCAPE ARCHITECT, CRLA 5498  
CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND RECREATION  
PARKS MAINTENANCE DIVISION  
900 STREET 3RD FLOOR  
SACRAMENTO, CA 95814  
TELEPHONE: (916) 808-5996

**APPROVED BY:**

**JAMES COWLES, DIRECTOR**  
DEPARTMENT OF PARKS AND RECREATION

**SHANNON D. BROWN, PARKS OPERATIONS MANAGER**  
DEPARTMENT OF PARKS AND RECREATION

**DEPARTMENT OF UTILITIES, ENGINEER**

<sup>1</sup> I AGREE TO COMPLY WITH THE REQUIREMENTS OF SACRAMENTO CITY CODE CHAPTER 15.92 AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE



**The HLA Group**  
Landscape Architecture &  
Engineering  
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Sacramento, CA 95811  
www.hla-group.com

CITY OF SACRAMENTO  
DEPARTMENT OF PARKS & RECREATION  
PARKS MAINTENANCE DIVISION  
5375 24TH STREET, BUILDING 3  
SACRAMENTO CA 95822

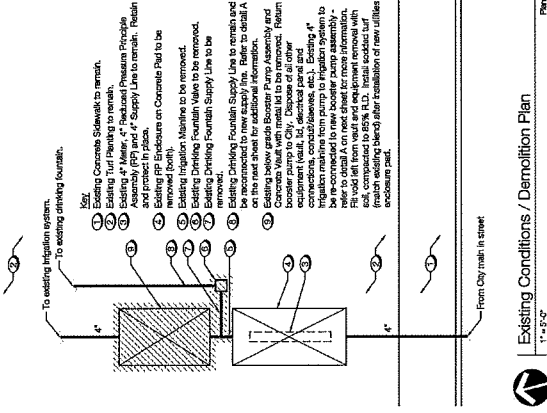


MEASURE U PARK  
IRRIGATION IMPROVEMENTS  
COVER SHEET

LANDSCAPE  
ARCHITECT  
GPT  
DESIGN HYDRAULIC BY  
GPT/TEL  
CAD FILE  
DATE: JUL 11, 2011  
SCALE: AS SHOWN  
P. N. 15.92.7060.00  
REVISIONS

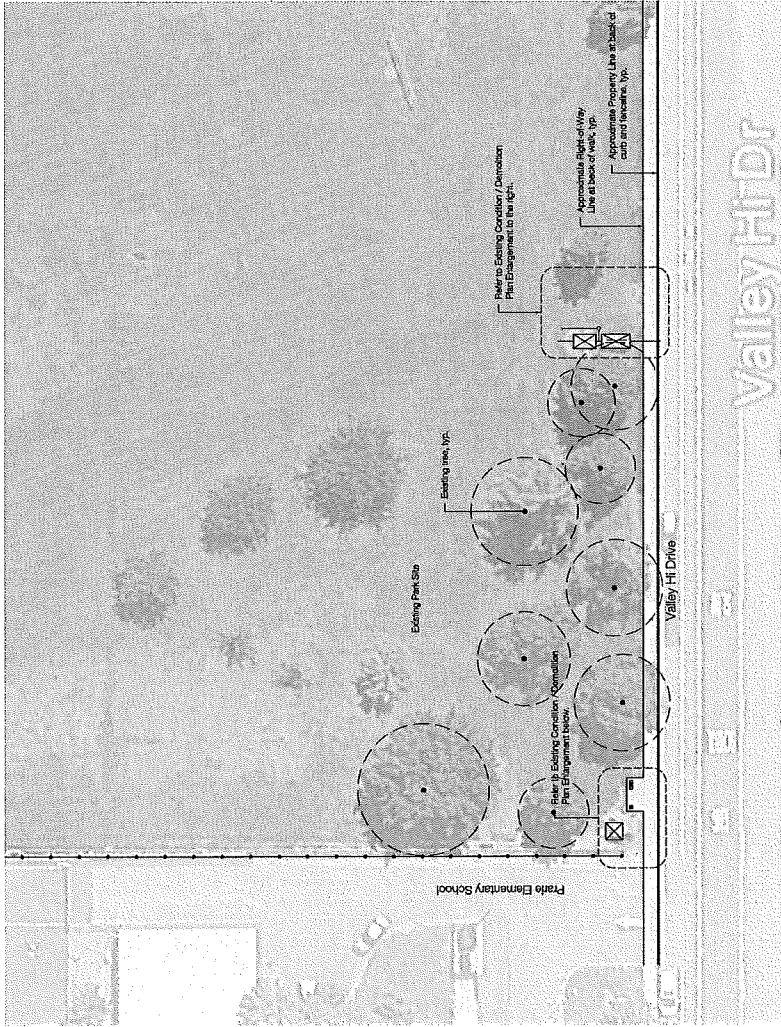


SHEET NO.  
**C**

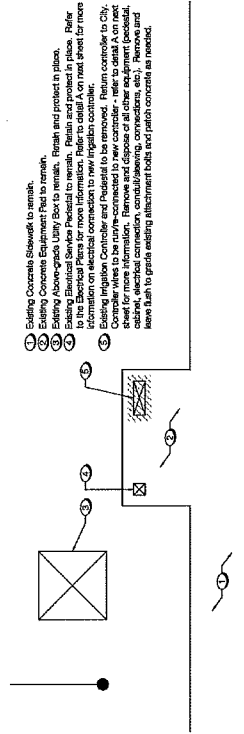


## Existing Conditions and Demolition Notes

- [illegible]



## Partial Overall Site Reference Plan



## Existing Conditions / Demolition Plan





MEASURE U PARK  
IRRIGATION IMPROVEMENTS  
HITE PARK  
IRRIGATION LAYOUT PLAN

LANDSCAPE ARCHITECT  
GPH  
DESIGN BY/DRAWN BY  
GPH/HBH  
CAD FILE  
DATE JULY 1, 2016  
SCALE AS SHOWN  
P. N. (219.7060.00)  
REVISIONS

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## Brigation Notes

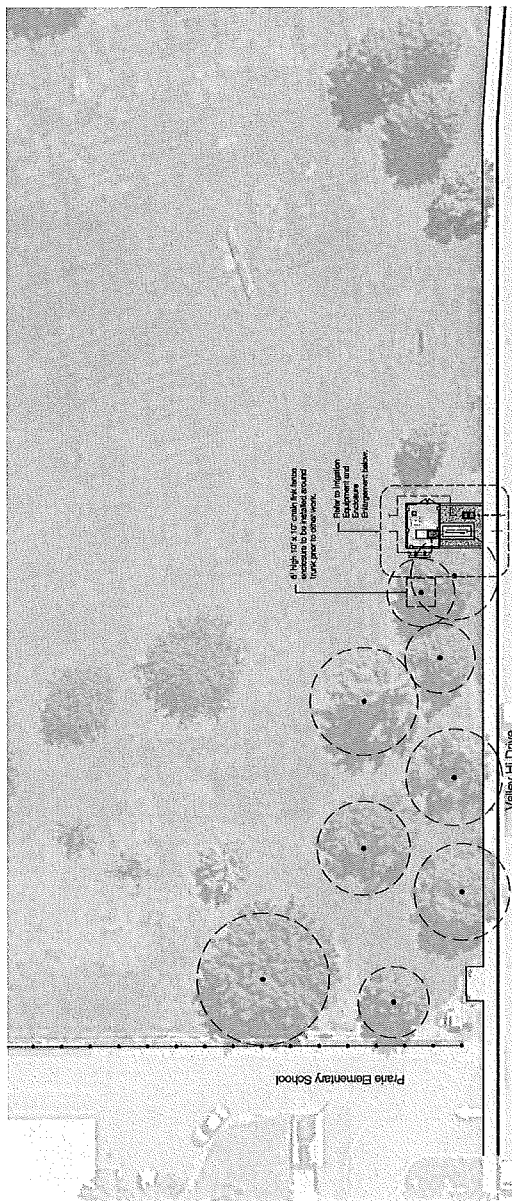
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## Domestic Water Service Tap Note

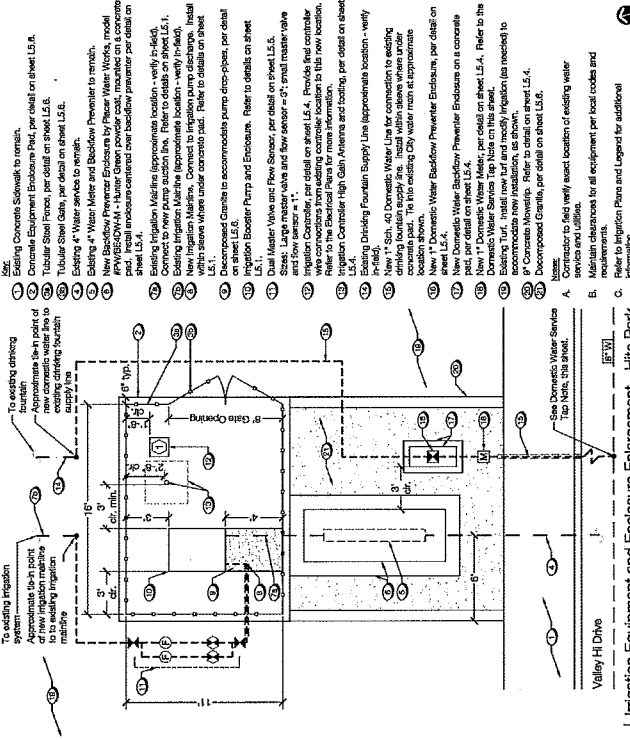
City Crews to tap existing 8" water main and install a 1" domestic water service tap to the point of service for a fee of \$1,195.00. City Crews to provide and install 1" meter for a fee of \$548.00 and a backflow prevention fee of \$2,079.50. Contractor to deposit meter for City Crews to install tap, backfill and restore surface as necessary. Contractor to provide and install approved RP assembly in accordance with City cross-connection control policy and City Std. DW-408.

### Existing Tree Protection Requirements

The Contractor shall coordinate trenching for new irrigation equipment (water lines, controller wires, sensing / conduit, etc.) under existing roads with the City of Sacramento staff arborist, prior to trenching. Contractor will not cut any roots greater than 2" in diameter prior to City Arborist approval. Root inspection can be scheduled by calling 916.898.0437 or the City 311 Line.



## Partial Overall Site Reference Plan



**NOTE:**

- Electrical conduit and/or water line sleeves are required for the Booster Pump.
- Controller, and High-gain Antenna (if required).
- Refer to the controller and antenna details for the controller and antenna requirements.
- Contact Custom Pump and Power for booster pump requirements.

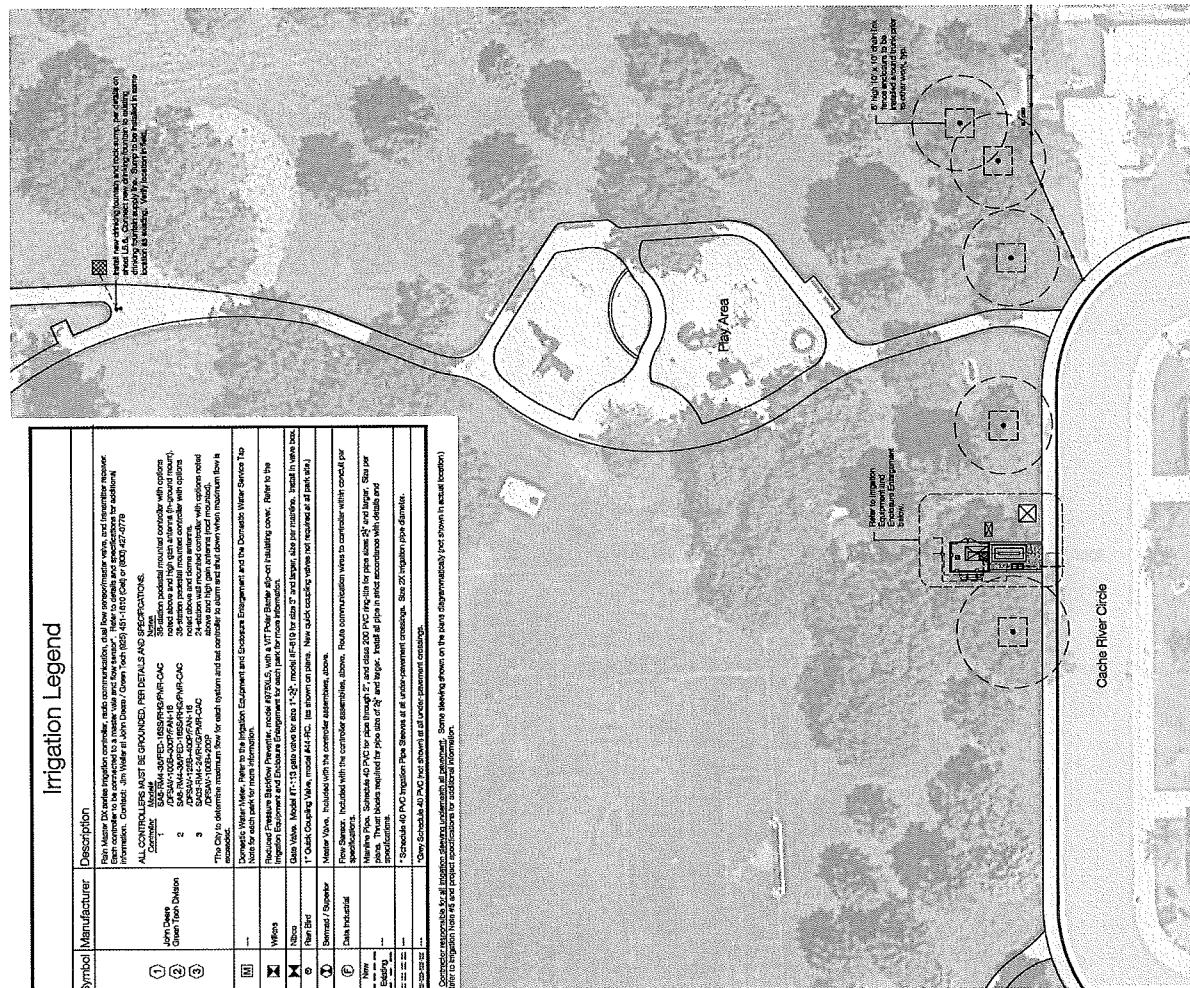
**Plan**

$$\text{Scal } \pi \cdot 1/4^\circ = 1^\circ 30'$$

IRRIGATION EQUIPMENT ENLARGED AREA PLAN - ELECTRICAL



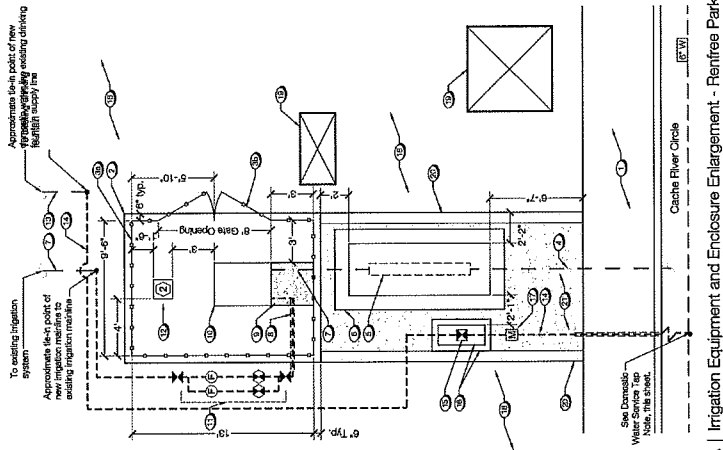


[illegible]

### Migration Legend

[illegible]

\* Contractor responsible for all migration planning underneath all pavement. Some steering shows on the plans diagrammatically (not shown in actual location). Refer to Injection Note #6 and contact modifications for additional information.



### Irrigation Notes

- The design is discriminatory. There are proven electronic control systems.
- The responsibility of the contractor is fulfilled based on all project documents. The Contractor shall be responsible for the design and construction of the project. The Contractor shall be responsible for the design and construction of the project. The Contractor shall be responsible for the design and construction of the project.
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### Domestic Water Service Tap Note

City Crews to tap existing 8" water main and install a 1" domestic water service tap to the point of service for a fee of \$1,195.00. City Crews to provide and install 1" meter for a fee of \$540.00 and a development fee of \$2,078.50. Contractor to expense main for City Crews to install tap, backfill and make-up surface as necessary. Contractor to provide and install approved PE assembly in accordance with City cross-connection control policy and City Std. Draw. W-4006.

### Existing Tree Protection Requirement

The Contractor shall coordinate trenching for new irrigation equipment (water lines, controller wires, sleeving / conduit, etc.) under existing irree with the City of Sacramento staff arborist prior to trenching. Contractor will not cut any roots greater than 2" in diameter prior to City Arborist approval. Root inspection can be scheduled by calling 916.998.0437 or the City 311 Line.

### Arborist's Note

Contractor will hand trench to 18" depth when working less than 12' from trunks of shown trees.

MEASURE U PARK  
IRRIGATION IMPROVEMENTS  
RENFREE PARK  
IRRIGATION LAYOUT PLAN

CITY OF SACRAMENTO  
DEPARTMENT OF PARKS & RECREATION  
PARKS MAINTENANCE DIVISION  
5730 24TH STREET, BUILDING 3  
SACRAMENTO CA 95822



LANDSCAPE ARCHITECT  
GPH  
DESIGN BY/DRAWN BY  
GPH / HSH  
CAD FILE  
DATE JULY 1, 2014  
SCALE AS SHOWN  
P. N. (119.7060.00)  
REVISIONS



SHEET NO. 2.2



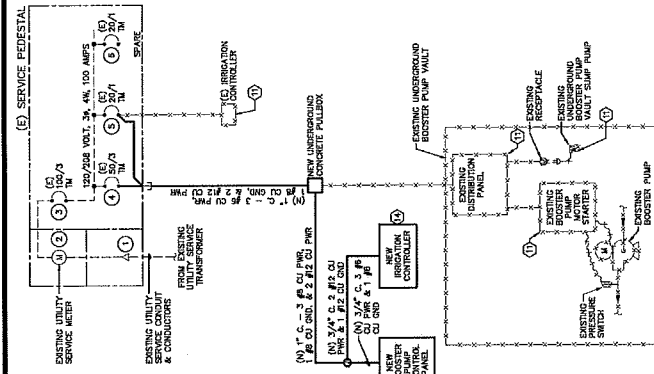
○ SHEET KEYNOTES

- EXISTING ELECTRICAL SERVICE TRANSFORMER.
- EXISTING ELECTRICAL SERVICE PEDESTAL SEE ONE-LINE DIAGRAM - MODIFICATIONS THIS SHEET.
- EXISTING IRRIGATION CONTROLLER TO BE DEMOLISHED. EXISTING UNDERGROUND CONDUIT TO BE CUT FUSION WITH EXISTING CONCRETE PAD AND FILLED WITH CONCRETE.
- EXISTING UNDERGROUND BOOSTER PUMP VAULT CONTROLLER AND CONDUIT TO BE DEMOLISHED.
- EXISTING BACKFLOW PREVENTER.
- NEW UNDERGROUND CONCRETE ELECTRICAL PEDESTAL SET TYPICAL EX-1A.
- EXISTING UNDERGROUND CONDUIT RUN EAST EXISTING CONCRETE PAD, CUT AND REMOVE/ABANDON EXISTING CONDUIT TO EXISTING BOOSTER PUMP VAULT. PROVIDE NEW UNDERGROUND CONDUIT TO NEW BOOSTER PUMP VAULT.
- NEW JUNE GROUND PACKAGED IRRIGATION LINE WITH BOOSTER PUMP AND CONTROL PANEL FOR CONNECTION SEE ONE-LINE DIAGRAM - MODIFICATIONS THIS SHEET.
- NEW UNDERGROUND CONDUIT SEE ONE-LINE DIAGRAM - MODIFICATIONS THIS SHEET.
- NEW UNDERGROUND CONDUIT SEE ONE-LINE DIAGRAM - MODIFICATIONS THIS SHEET. CONTRACTOR SHALL COORDINATE TRENCHING FOR NEW CONDUIT WITH EXISTING TRENCHING FOR EXISTING CONDUIT. TRENCHING SHALL BE DONE PRIOR TO TRENCHING FOR NEW CONDUIT.
- EXISTING ELECTRICAL EQUIPMENT TO BE DISCONNECTED AND RETURNED TO CITY.
- EXISTING SMO VAULT.
- FOR CONDUIT STRIP-UP, SEE DETAIL ON SHEET EX-1A.
- EXISTING ELECTRICAL EQUIPMENT TO BE DISCONNECTED AND RETURNED TO CITY.

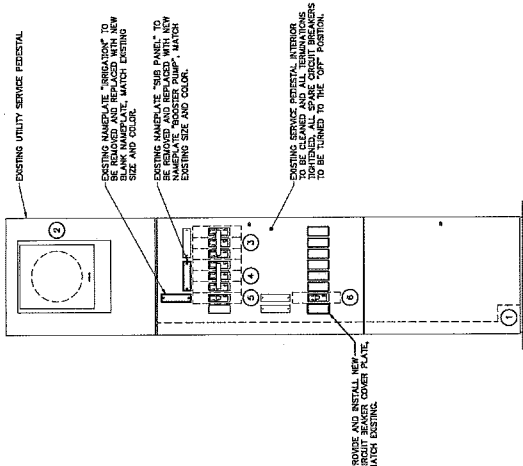
UTILITY SERVICE LOAD CALCULATION

BOOSTER PUMP 10 HP	= 9.60 KW
EXISTING CONTROLLER	= 0.05 KW
SUB-TOTAL	= 9.65 KW
10% SAFETY FACTOR	= 1.065 KW
10% CONTINGENCY LOAD	= 1.015 KW
TOTAL	= 11.73 KW

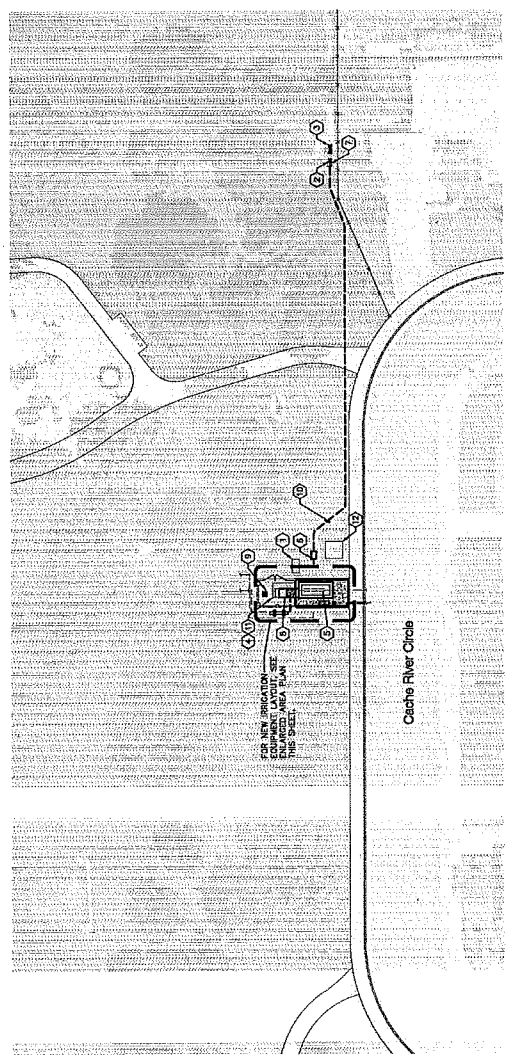
EXISTING UTILITY SERVICE:  
12.00 KW/2000 = 617 AMPS  
EXISTING UTILITY SERVICE = 100 AMPS



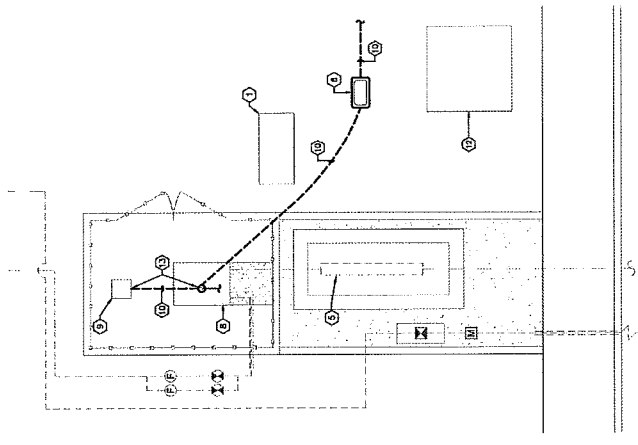
ONE-LINE DIAGRAM - MODIFICATIONS  
NO SCALE



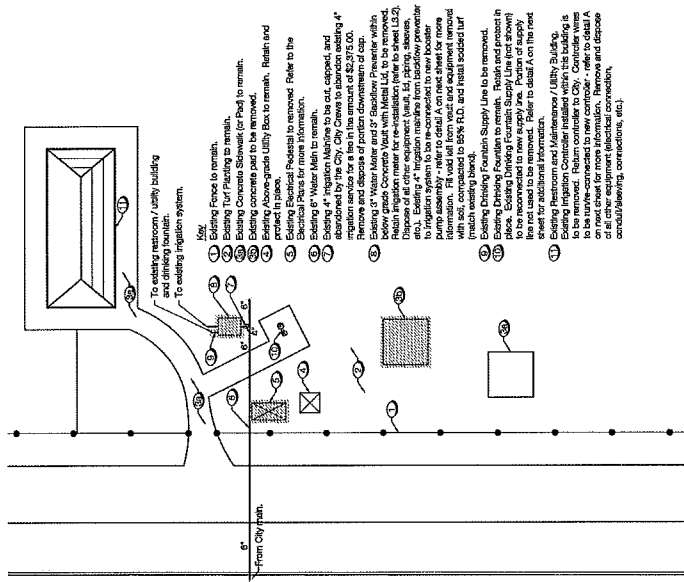
EXISTING SERVICE PEDESTAL ELEVATION - MODIFICATIONS  
NO SCALE



PARTIAL OVERALL SITE REFERENCE PLAN - ELECTRICAL  
1" = 50'



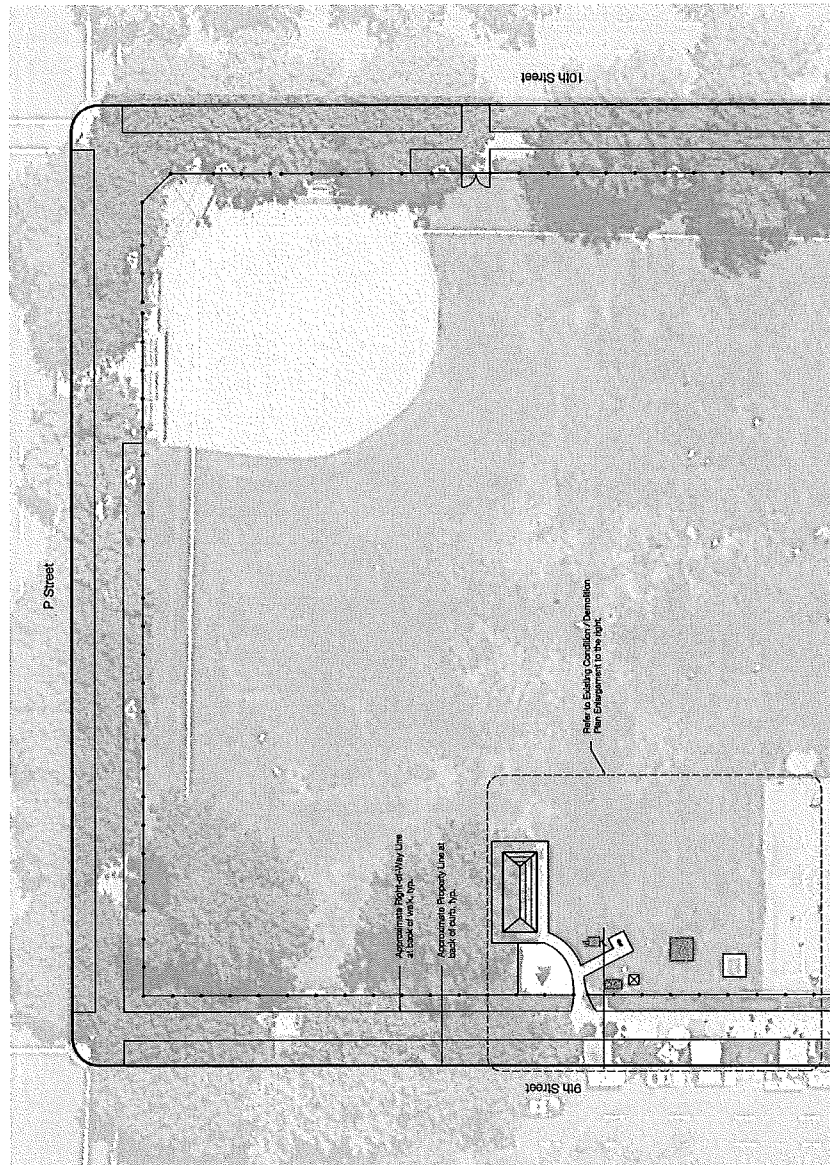
IRRIGATION EQUIPMENT ENLARGED AREA PLAN - ELECTRICAL  
1/4" = 1'



Existing Conditions / Demolition Plan  
1" = 10'-0"

### Existing Conditions and Demolition Notes

- The Contractor shall perform all clearing, demolition, removal of obstructions and site preparation necessary for the proper execution of all work contained in the Contract.
- The Contractor shall verify the site prior to B5 to describe the extent and depth of the demolition required and verify compliance with drawings.
- The Contractor shall verify the locations of all existing utilities, structures and services before commencing work. The locations of utilities, structures and services shown in the Contract shall be verified by the Contractor. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work.
- Symbols shown on plan may not represent actual size of structures. Verify in field exact locations and sizes.
- Existing items are to remain unless otherwise noted. The Contractor shall be responsible for repairing or replacing, at Contractor's expense, any existing item damaged or destroyed by the demolition work. The Contractor shall be responsible for repairing or replacing, at Contractor's expense, any existing item damaged or destroyed by the demolition work. The Contractor shall be responsible for repairing or replacing, at Contractor's expense, any existing item damaged or destroyed by the demolition work.
- Demolition shall include the removal of item and any foundation of structural support related to the item. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work. The Contractor shall be responsible for obtaining all necessary permits and approvals for the demolition work.
- Refer to specifications for additional clearing, grubbing, topsoil stripping and other pertinent information.



Partial Overall Site Reference Plan  
1" = 20'-0"



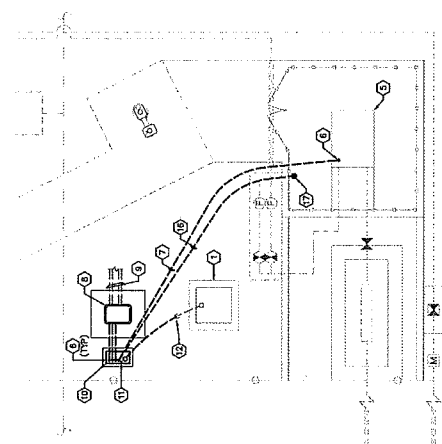
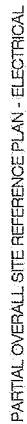


- EXISTING ELECTRICAL SERVICE TRANSFORMER.
- EXISTING ELECTRICAL SERVICE EQUIPMENT ENCLOSURE TO BE DEMOLISHED.
- EXISTING CONDUIT STATION BUILDING.
- EXISTING REGULATION CONTROLLER TO BE DISCONNECTED AND REMOVED FROM THE SITE. NEW ONE-LINE DIAGRAM TO BE INSTALLED AND RECONNECTED TO EXISTING CONDUIT.
- NEW ABOVE GROUND PACKAGED REGULATOR UNIT WITH BOOSTER PUMP TO BE INSTALLED IN PLACE OF EXISTING ONE- LINE DIAGRAM & POWER DISTRIBUTION SHEET E3.4.
- FOR CONDUIT STUB-UP SEE DETAIL ON SHEET E4.0.
- NEW UNDERGROUND CONDUITS.  
NEW ONE-LINE DIAGRAM - POWER DISTRIBUTION SHEET E3.4.A FOR CONNECTIONS FOR CONDUIT TO EXISTING ELECTRICAL EQUIPMENT ENCLOSURE TO BE DEMOLISHED.
- NEW ALUMINUM CONDUIT RELAY BOX TO BE INSTALLED OVER EXISTING UNDERGROUND CONDUITS FOR INSTALLATION OF PULLBOX. SEE TYPICAL CONCRETE PULLBOX DETAIL ON SHEET E4.0.
- EXISTING UNDERGROUND CONDUITS.
- NEW UTILITY PIPES ARE PRELIMINARY. SEE ONE-LINE DIAGRAM - POWER DISTRIBUTION SHEET E3.4.B FOR CONNECTIONS TO EXISTING ELEVATION FOR LAYOUT, SHEET E3.4.
- GROUND ROD.
- EXISTING UTILITY SECONDARY CONDUIT INTERCEPTED AND SEVERED AT EXISTING ELECTRICAL SERVICE PULVEHNT WITH NEW SECONDARY CONDUIT.
- EXISTING UNDERGROUND CONCRETE PULLBOX TO BE DEMOLISHED.
- EXISTING CONDUITS AND CONDUCTORS TO EXISTING FIELD ELECTRICAL SERVICE EQUIPMENT ENCLOSURE TO BE DEMOLISHED.
- EXISTING CONCRETE PAD TO BE DEMOLISHED.
- EXISTING UTILITY SECONDARY CONDUIT & CONDUCTORS TO BE DISCONNECTED AND REMOVED. EXISTING SECONDARY CONDUIT TO BE CUT AND DEMOLISHED TO EXISTING ELECTRICAL SERVICE EQUIPMENT ENCLOSURE.
- #2 INCH COPPER GROUNDING CONDUCTOR BURRED 18" MINIMUM. SEE DETAIL ON SHEET E4.0. INSTALLATION SEE TYPICAL GROUND ROD DETAIL ON SHEET E4.0.

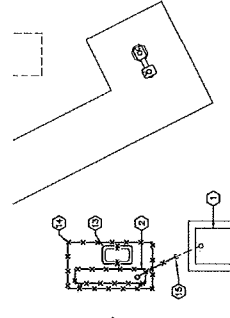
ELECTRICAL  
ENGINEER  
LIMA  
DESIGN SYSDRAWN BY  
DJAN/PL  
CAD FILE  
DATE MAY 5 2014  
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REVISIONS



SHEET NO. E3.3



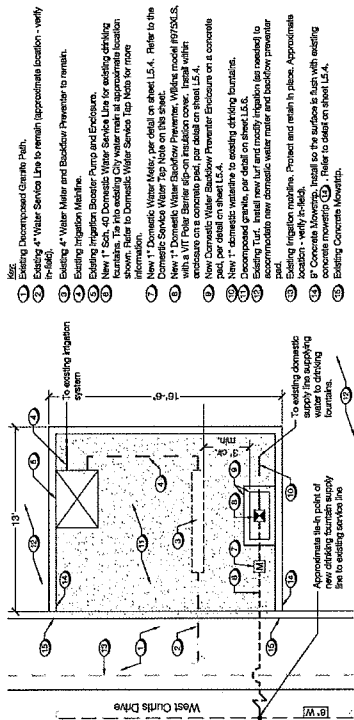
ENLARGED AREA PLAN - ELECTRICAL - DEMOLITION

[illegible]



**Stanton**  
ENGINEERING

$$1^{\circ} = 10^{\circ} \cdot 10^{\circ}$$

- |     |   |
|-----|---|
| 1   | Existing decomposed granite path.   |
| 2   | Existing concrete sidewalk.   |
| 3   | Existing "Water Service Line to remain (approximate) location - verify location." |
| 4   | Existing "Water Service Line to remain (approximate) location - verify location." |
| 5   | Existing "Water Service Line to remain (approximate) location - verify location." |
| 6   | Existing "Water Service Line to remain (approximate) location - verify location." |
| 7   | Existing irrigation mainline.   |
| 8   | Existing irrigation booster pump and enclosure.                                   |
| 9   | Existing irrigation mainline.   |
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| 100 | Existing irrigation mainline.   |

- Notes:
- A. Contractor to field verify exact location of existing water service and utilities.
- B. Maintain clearances for all equipment per local codes and requirements.
- C. Refer to Impellison Plans for additional information.

## Irrigation Equipment and Paving Enlargement

Scale: 1/4" = 1'-0"

## Domestic Water Service Tap Note

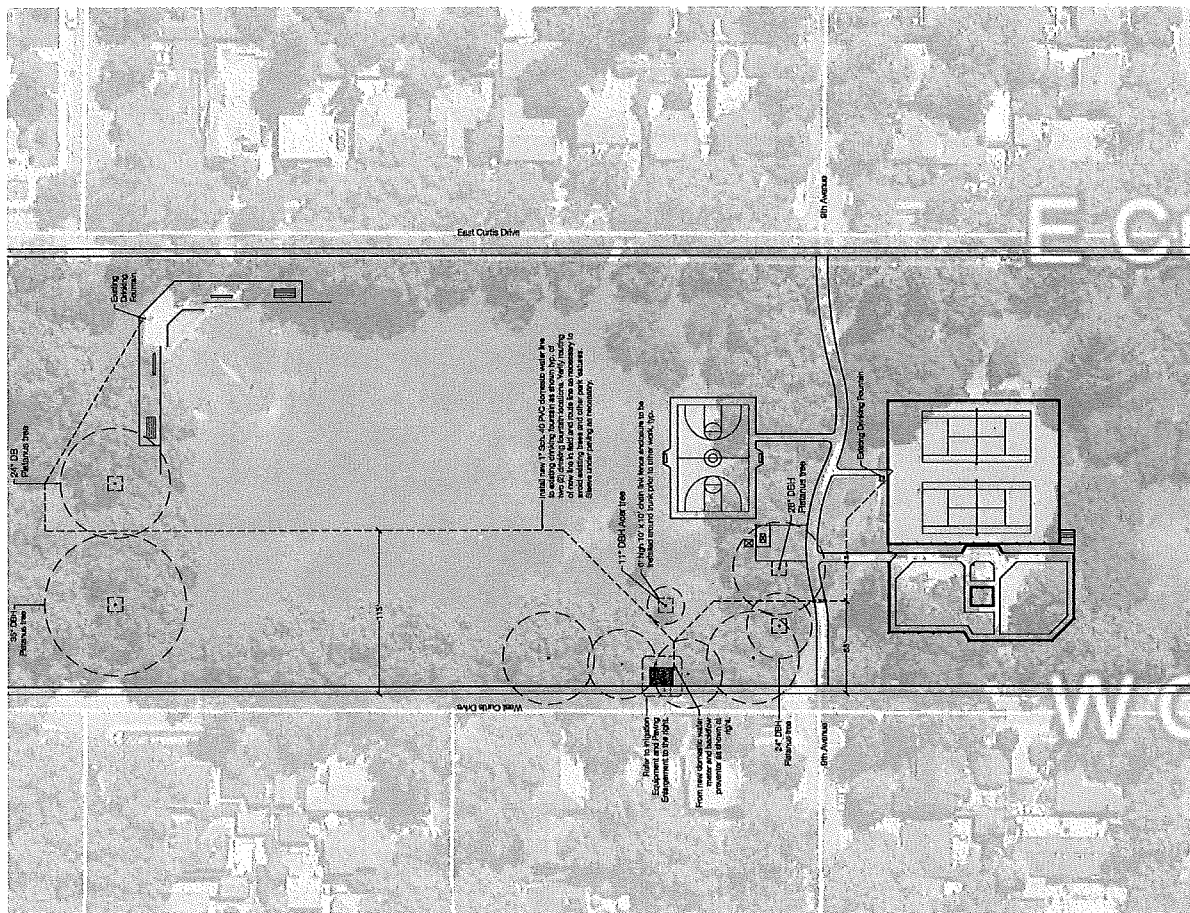
Clives to tap existing 8" water main and install a 1" domestic service tap to the point of service for a fee of \$1,195.00. City will provide and install 1" meter for a fee of \$548.00 and a backflow device for a fee of \$2,675.50. Contractor to expense main for City and provide 1" water service to the building. Contractor to provide, install, backfill and restore surface as necessary. Contractor to provide and install approved RP assembly in accordance with approved backflow prevention device and City Std. Dwg. W-800.

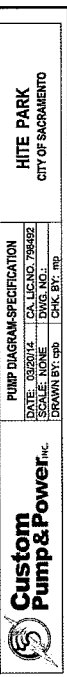
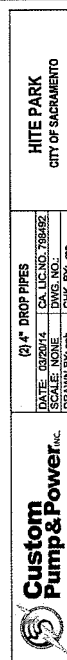
### Existing Tree Protection Requirement

The Contractor shall coordinate trenching for new irrigation equipment (water lines, controller wires, sleeving / conduit, etc.) under existing trees with the City of Sacramento staff arborist, prior to trenching. Contractor will not cut any roots greater than 2" in diameter prior to City Arborist approval. Root inspection can be scheduled by calling 916.698.0437 or the City 311 Line.

### Arborist's Note

Contractor will hand trench to 18" depth when working within 20' of above ground lines.





MEASURE U PARK	IRRIGATION IMPROVEMENTS	SITE DETAILS
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LANSFORD  
ADJUTANT  
GENERAL

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DESIGN BY DRAWN BY  
GPH / TGH

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CAD FILE

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DATE JULY 1, 2004

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SCALE AS SHOWN


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P. N. (L) 07060.00)

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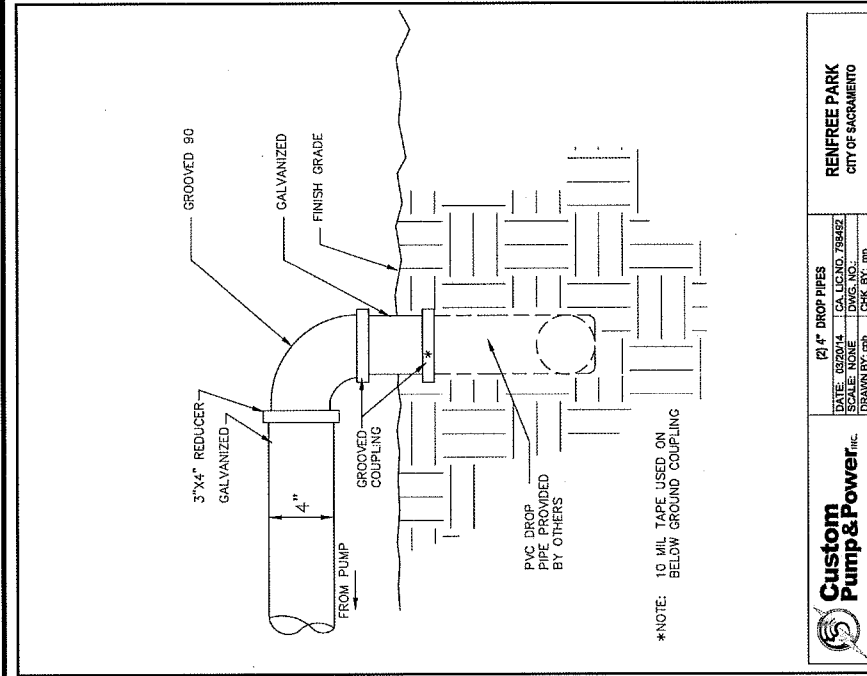
REVISIONS

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SHEET NO.

**L5.1**

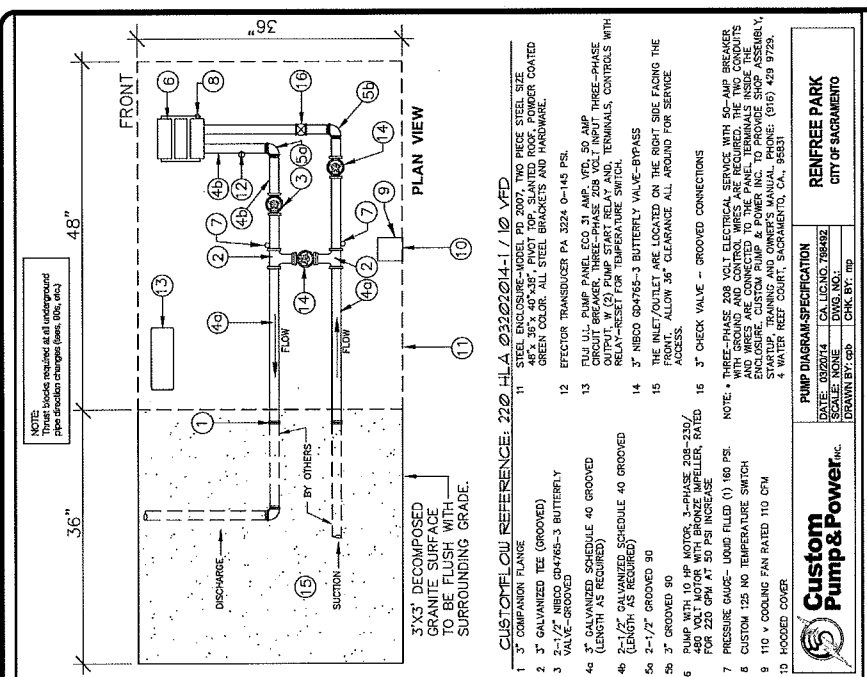


**Custom Pump & Power**  
INC.

2" 4" DROP PIPES

DATE: 03/20/14	CALC NO. 78342
SCALE: NONE	DWG. NO.
DRAWN BY: CDP	CHK BY: MP

**RENFREE PARK**  
CITY OF SACRAMENTO

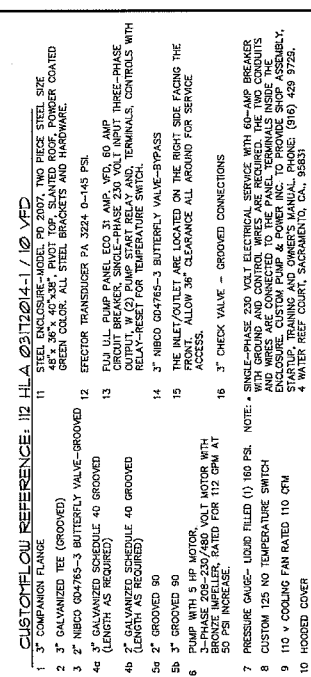
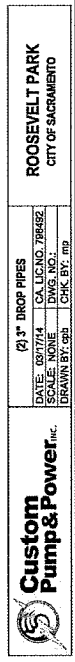


**Custom Pump & Power**  
INC.

PUMP DIAGRAM SPECIFICATION

DATE: 03/20/14	CALC NO. 78342
SCALE: NONE	DWG. NO.
DRAWN BY: CDP	CHK BY: MP

**RENFREE PARK**  
CITY OF SACRAMENTO



MEASURE U PARK  
IRRIGATION IMPROVEMENTS  
SITE DETAILS

LANDSCAPE ARCHITECT  
GPH  
DESIGN BY/DRAWN BY  
GPH/HSH  
CAD FILE  
DATE JULY 1, 2004  
SCALE AS SHOWN  
P. N. 019-7060-00  
REVISIONS



SHEET NO.  
L5.3

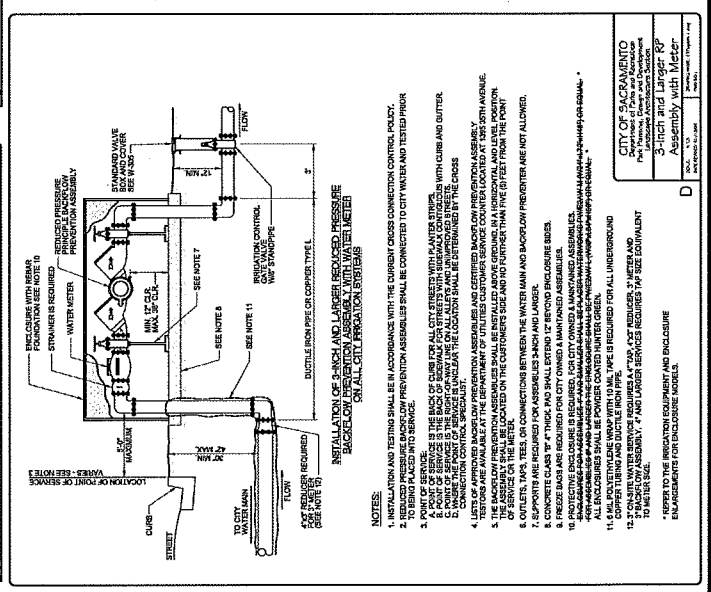
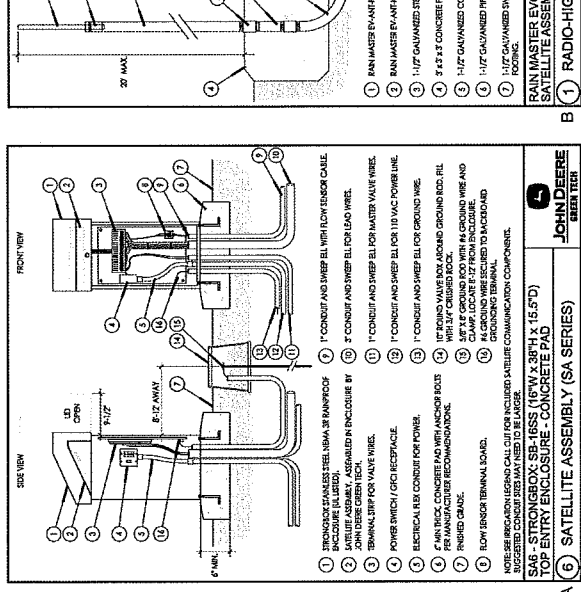
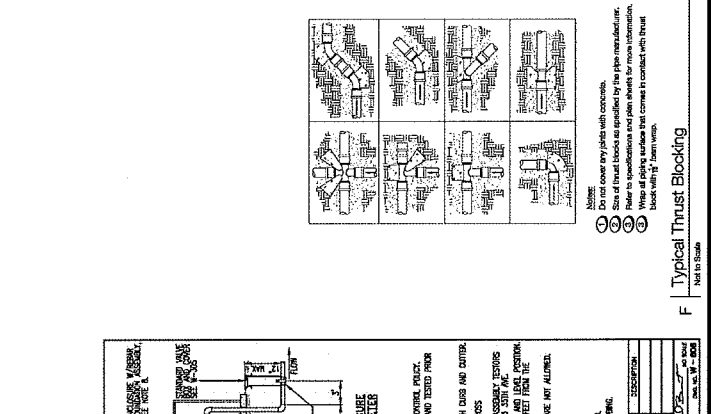
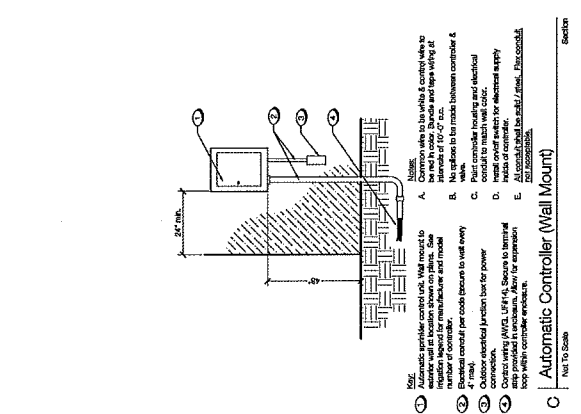
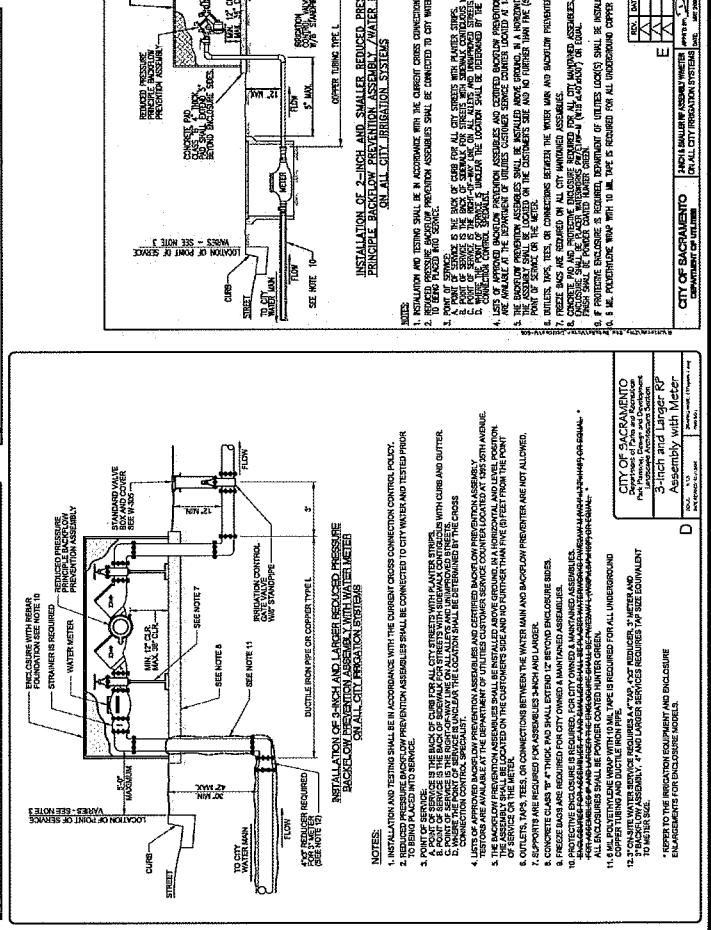
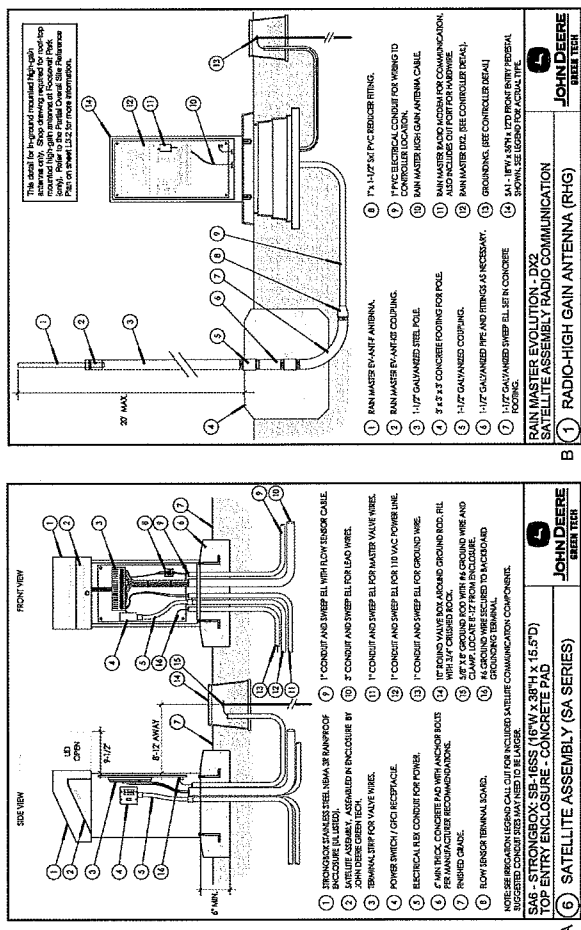
**The HLA Group**  
Landscape Architects &  
Planners, Inc.  
2000 Capitol Avenue, Suite 120  
Sacramento, California 95814  
(916) 447-7420



LANDSCAPE ARCHITECT	DATE
GPH	JULY 1, 2006
DESIGN BY/OWNED BY	SCALE
GPH / TSH	AS SHOWN
CAD FILE	P. N. (L) 75000 (0)
	REVISIONS



The HLA Group  
Landscape Architects &  
Engineers  
2000 Capitol Avenue, Suite 100  
Sacramento, CA 95811  
www.hla-group.com



**NOTES:**

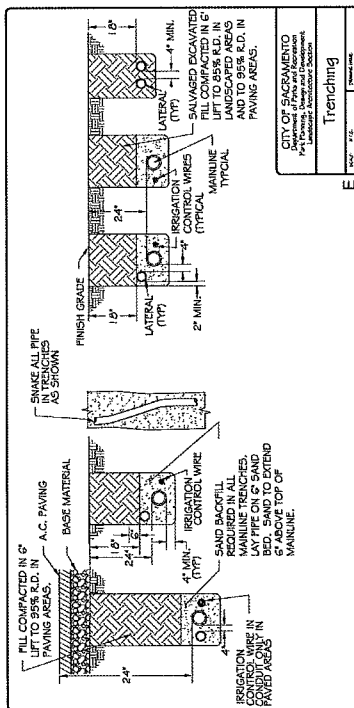
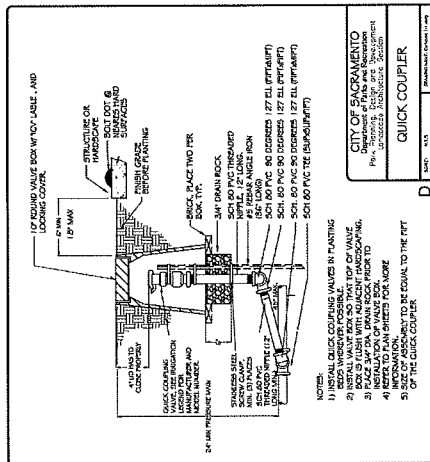
1. INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE CURRENT CROSS CONNECTION CONTROL POLICY.
2. REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY SHALL BE CONNECTED TO CITY WATER AND TESTED PRIOR TO BEING PLACED INTO SERVICE.
3. POINT OF SERVICE.
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**CITY OF SACRAMENTO**  
Department of Parks and Recreation  
5750 24th Street, Building 3  
Sacramento, CA 95822  
www.cityofsacramento.org

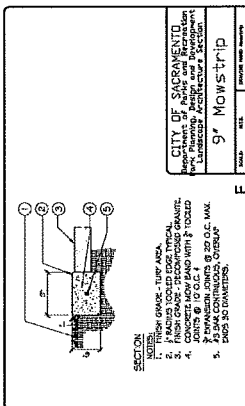
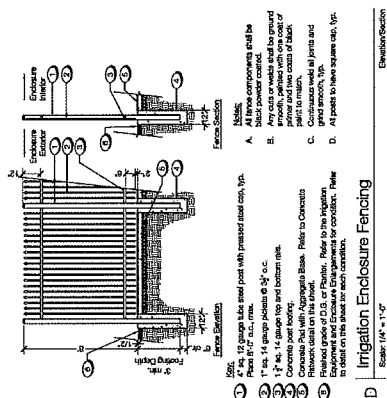
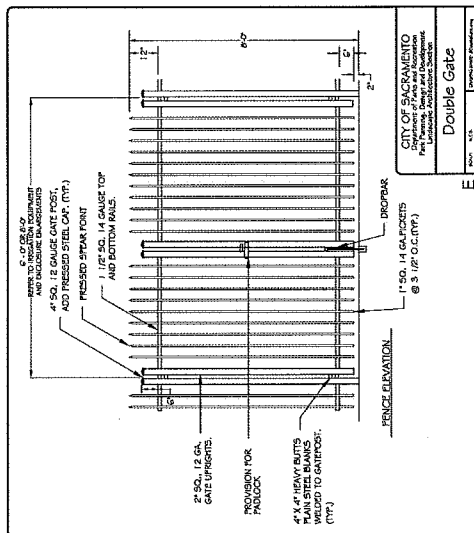
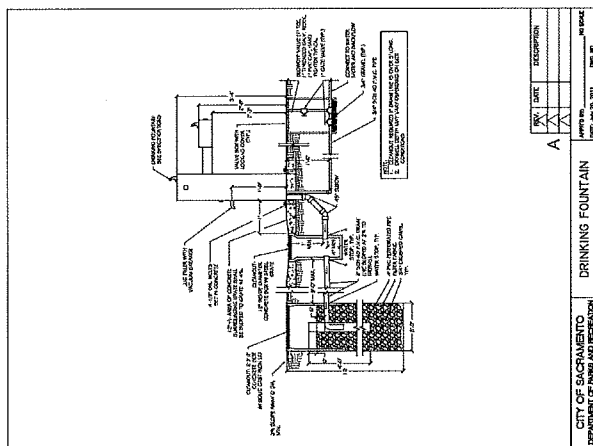
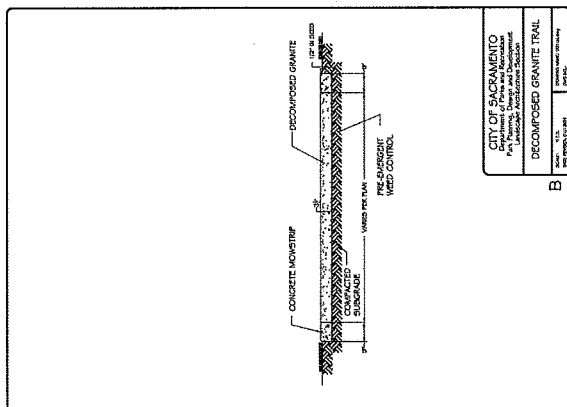
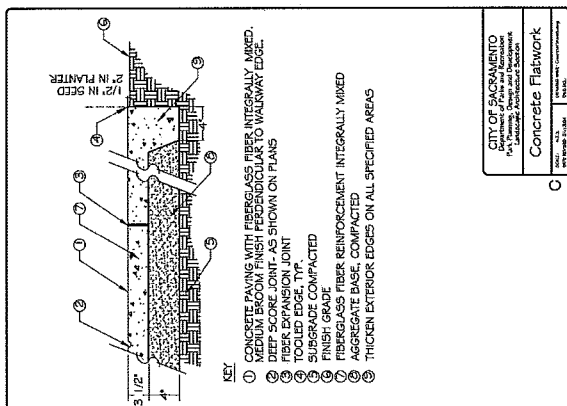
**JOHN DEERE GREEN TECH**  
SAB - STRONGBOX: SB-1855 (1/4" X 3/8" X 1/2" PD)  
TOP ENTRY ENCLOSURE - CONCRETE PAD

**D** **Backflow Prevention Assembly (BPA)**









**The HLA Group**  
Landscape Architects &  
Planners, Inc.  
300 Capitol Avenue, Suite 120  
Sacramento, California 95811  
916.447.2400  
[www.hla-group.com](http://www.hla-group.com)

**NOTE:** This is a standard symbol list and not all items listed may be used.

Abbreviations	Connections / Equipment
(C) EXTING	HEAVY DUTY FUSED DISCONNECT SWITCH
(N) NEW	JUNCTION BOX
(C) CONDUIT	MOTOR CONNECTION
A AMPERES, AMPER	NON-FUSED DISCONNECT SWITCH
AC ALTERNATING CURRENT, AIR CONDITIONER	TRANSFORMER
AWG AMERICAN WIRE GAUGE	UTILITY METER BASE
C CONDUIT, CLOSE, CONTROL	
CB CIRCUIT BREAKER	
CU COPPER	
GR GROUND	
RVA RADIANT AMPERES	
KW KILOWATT	
NEC NATIONAL ELECTRIC CODE	
NEMA NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION	
PH PHASE	
PWG PUMP-WIND-OLDSIDE	
V VOLTS, VOLTAGE	
WP WEATHERPROOF	
XFR TRANSFORMER	

General	Miscellaneous
—X—X—X—	DEADLOCK
-----	EXISTING WORK
-----	NEW WORK
①	KEYED NOTE
②	TYPICAL MOTOR CONTROL CENTER / SWITCHBOARD / PENETRATOR LOCATION IDENTIFICATION TAG
—	DRY TIE TRANSFORMER
—	CIRCUIT BREAKER

D U B L E   R E C E P T A C L E   ( M U L T I P L E   L E T T E R S   I N D I C A T E   M U L T I P L E )  
 C O D E  
 A   A B O V E   C O U N T E R  
 B   F L U S H   M O U N T E D  
 C   E M B E D D E D   P R O T E C T E D   B Y   B R E A K E R   I N   P A N E L  
 D   G R A N D   F A U L T   C I R C U I T   I N T E R R U P T E R  
 E   C O L D   R E S I S T A N T   C O V E R  
 F   P O S S I B L Y   M O U N T E D  
 G   C O N T A C T   M O U N T E D   W I T H   C O R D   G R I P S ,   V E R Y  
 H   S L I T   I N  
 I   M E T A L   B R I D G E  
 J   M I N I M U M   S P A C I N G   S U I T A B L E  
 K   M I N I M U M   C O N T I N U O U S   U S E   C O D E  
 L   M O U N T E D   I N   T E M P E R A T U R E - R E S I S T A N T   R E C E P T A C L E  
 M   P O S S I B L Y   R E M O V E D  
 N   N O T   S P E C I F I C A T E D  
 O   D O U B L E   B R I D G E   R E C E P T A C L E   ( L E T T E R   C O D E   L I S T   A T  
 P A G E   1 0 )  
 P   S I N G L E   P A I R   S W I T C H

SINGLE POLE SWITCH  
1 = DOUBLE POLE SWITCH  
2 = THREE-WAY SWITCH  
3 = FOUR-WAY SWITCH  
4 = DIMMER (LOWVOLTAGE)  
5 = LUMINAIRE CONTROL  
6 = LUMINAIRE  
7 = FAN SPEED CONTROL  
8 = FAN ON/OFF CONTROL  
9 = KEY OPERATED SWITCH  
10 = WALL MOUNTED SWITCH  
11 = WALL MOUNTED STARTER WITH THERMAL OVERLOAD  
12 = SWITCH WITH PILOT LIGHT  
13 = INTERCOM  
14 = INTERCOM TUBES  
15 = INTERCOM TUBES  
16 = WEATHERPROOF SWITCH  
17 = DOWN LIGHTS WITH SWITCH  
18 = DOWN LIGHTS

CIRCUIT BREAKER

DRY TYPE TRANSFORMER

	CIRCUIT BREAKER
	DRY TYPE TRANSFORMER

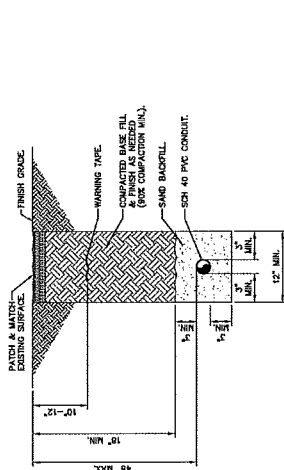
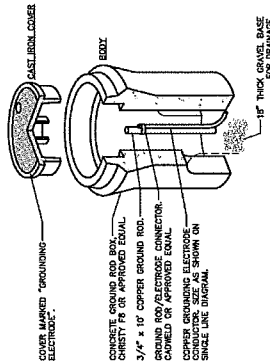


Diagram illustrating the components and installation details for a curved steel conduit system:

- PROVIDE GALVANIZED RIGID STEEL CONDUIT RISER AS SHOWN. REPEATER REQUIRED FOR CONDUIT.** (Label pointing to the vertical riser section)
- GALVANIZED RIGID STEEL GRINDING BUSHING AS REQUIRED.** (Label pointing to the grinding bushing at the top of the riser)
- FINISHED FLOOR, CONCRETE, PAO, OR FINISHED GRADE.** (Label pointing to the ground surface level)
- PVC SCHEDULE 40, 1/2" AS REQUIRED FOR CONDUIT.** (Label pointing to the horizontal conduit section)
- GALVANIZED RIGID STEEL CONDUIT ELBOW.** (Label pointing to the elbow fitting connecting the riser and the horizontal conduit)



**ENCROACHMENT/ EXCAVATION PERMIT APPLICATION**  
**PROCESSING INSTRUCTIONS**

**Preparation of Application**

1. Type or neatly print all information in blanks on the "ENCROACHMENT/ EXCAVATION PERMIT APPLICATION AND PERMIT FORM."
2. List all active building permits on attached "BUILDING PERMIT IDENTIFICATION FORM."
3. Prepare a site plan that is neat, readable, fully dimensioned and inclusive of all site conditions (see attached example for requirements).
4. Provide proof of liability insurance with additional insured endorsement as directed by attached "REQUIREMENTS FOR CERTIFICATES OF INSURANCE" OR for more information contact the City of Sacramento, Risk Management Office at (916) 808-5556.

**Submission to the City**

After the applicant has completed the above items, the following shall be submitted to the Development Engineering, 300 Richards Blvd., 3<sup>rd</sup> Floor

- ☐ Completed "Encroachment/Excavation Permit Application Form"
- ☐ 8 1/2" x 11" (or larger size) site plan – 4 copies
- ☐ Traffic Control Plan – 4 copies
- ☐ Proof of insurance (ACCORD & ADDITIONAL INSURED ENDORSEMENT)
- ☐ Application deposit/fee - \$300 (MINIMUM FEE, projects requiring more than 2 hours of inspection time will have additional fees based on the cost of the project located within the City right-of-way)
- ☐ List of active building permits for this location (see attached "BUILDING PERMIT IDENTIFICATION FORM")

\*\*\*Work may begin only AFTER the City has issued the encroachment/excavation permit\*\*\*

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
AND WILL BE RETURNED TO THE APPLICANT**

**Trench Cut Fees:** An additional fee is charged for road work involving trenching of the pavement. Please contact a Development Engineering employee for more information.

If permit is rejected or withdrawn, applicant will be refunded the amount that has not been expended.

**APPLICATION FOR EXCAVATION/  
ENCROACHMENT PERMIT**

Permit #

APPLICANT (OWNER): \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_

I request for permission for my contractor to perform the described work in the City right of way adjacent to my property.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPLICATION IS HEREBY MADE FOR AN ENCROACHMENT PERMIT TO PERFORM THE FOLLOWING:**

1. APPLICANT'S WORK ORDER JOB NUMBER: \_\_\_\_\_

2. LOCATION OF WORK: \_\_\_\_\_ between \_\_\_\_\_  
Name of Road / Address Cross Road

3. GENERAL DESCRIPTION OF WORK TO BE DONE:

(a) EXCAVATIONS: \_\_\_\_\_  
Width Depth Length Surface Material

(b) CONDUIT: \_\_\_\_\_  
(Type: PVC, metal etc.) Diameter (Conveying: Water, Gas, etc)

(c) OTHER: \_\_\_\_\_  
(Sidewalk, Sign, Driveway repair, etc.) Description

4. ESTIMATED START DATE: \_\_\_\_\_ DAYS FOR COMPLETION \_\_\_\_\_

5. CONTRACTOR'S INFORMATION:

NAME OF FIRM: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LICENSE NO.: \_\_\_\_\_

**APPLICANT CHECK LIST:**

- FOUR COPIES OF THE SITE PLAN.
- FOUR COPIES OF THE TRAFFIC CONTROL PLAN SHOWING PEDESTRIAN PATH OF TRAVEL.
- DESCRIPTION OF SCHEDULE OF WORK TO BE PERFORMED. DAY, WEEK OR SHIFT. (PROGRESS WILL BE MONITORED, REVIEWED AND APPROVED ON A WEEKLY BASIS.)
- PROOF OF INSURANCE (ACCORD AND ADDITIONAL INSURED ENDORSEMENT.)

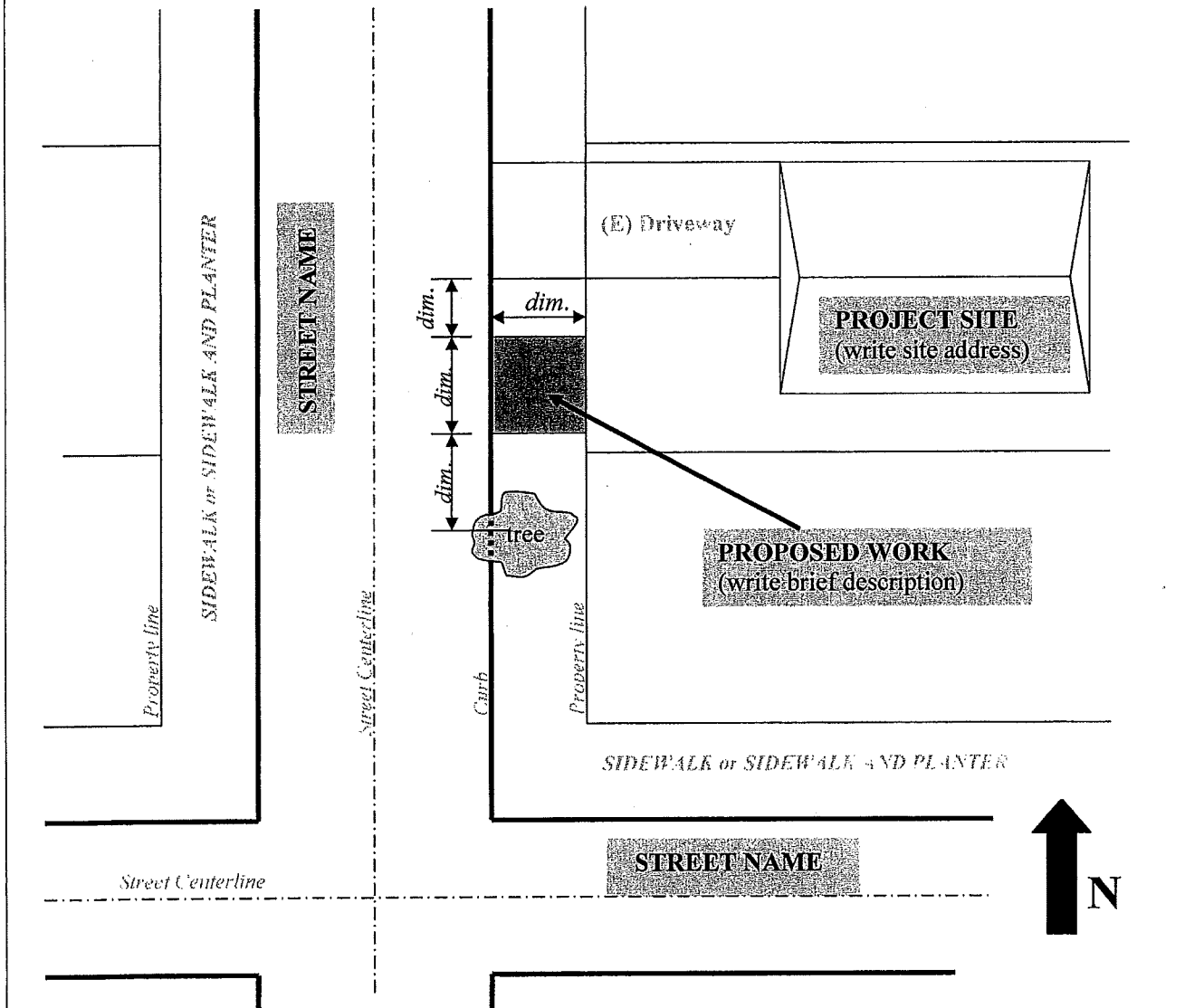
PERMITS WILL BE KEPT ON FILE A MAXIMUM OF 60 DAYS. YOU MUST ACTIVATE YOUR PERMIT BY CALLING THE CONSTRUCTION INSPECTION HELP DESK AT 808-6810, A MINIMUM OF ONE WEEK PRIOR TO THE START OF WORK. ALL REQUESTS FOR ACTIVATION RECEIVED BY MONDAY WILL BE REVIEWED WEDNESDAY OF EACH WEEK. UPON APPROVAL, WORK MAY BEGIN AS EARLY AS SATURDAY. THE CONTACT PERSON FOR THIS PROJECT WILL BE NOTIFIED BY PHONE OR EMAIL.

STAFF USE ONLY

PERMIT FEE	FILE NUMBER	IMPROVEMENT SECURITY	ENGINEER
\$ _____	_____	\$ _____	_____

**Site Plan Requirements (Minor Encroachment):**

- North Arrow
- Dimension (*dim.*) of work
- Street Name (nearest cross street)
- Show Project Site (indicate address)
- Show features that might be impacted by construction activities, such as operation of equipment, utility installation, material storage, excavation, etc. show distance from the work site:
  - Fire Hydrant
  - Gates/Fences
  - Driveway Location/ramps/curb&gutter/sidewalk/planter
  - Utility Pole
  - Street Light
  - Parking Meters
  - Street Trees (indicate if to be pruned or removed)
  - Other structures that may affect the proposed work



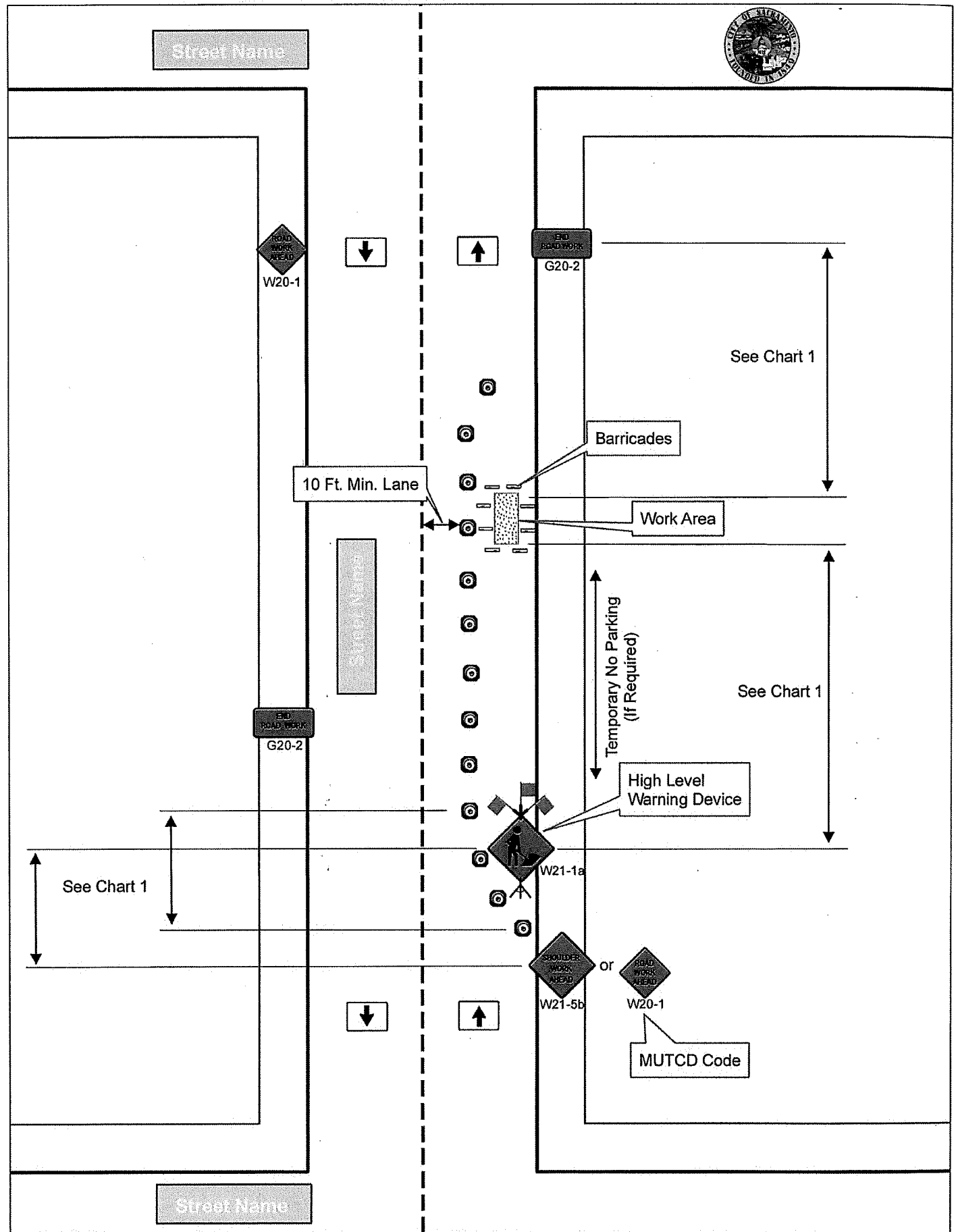


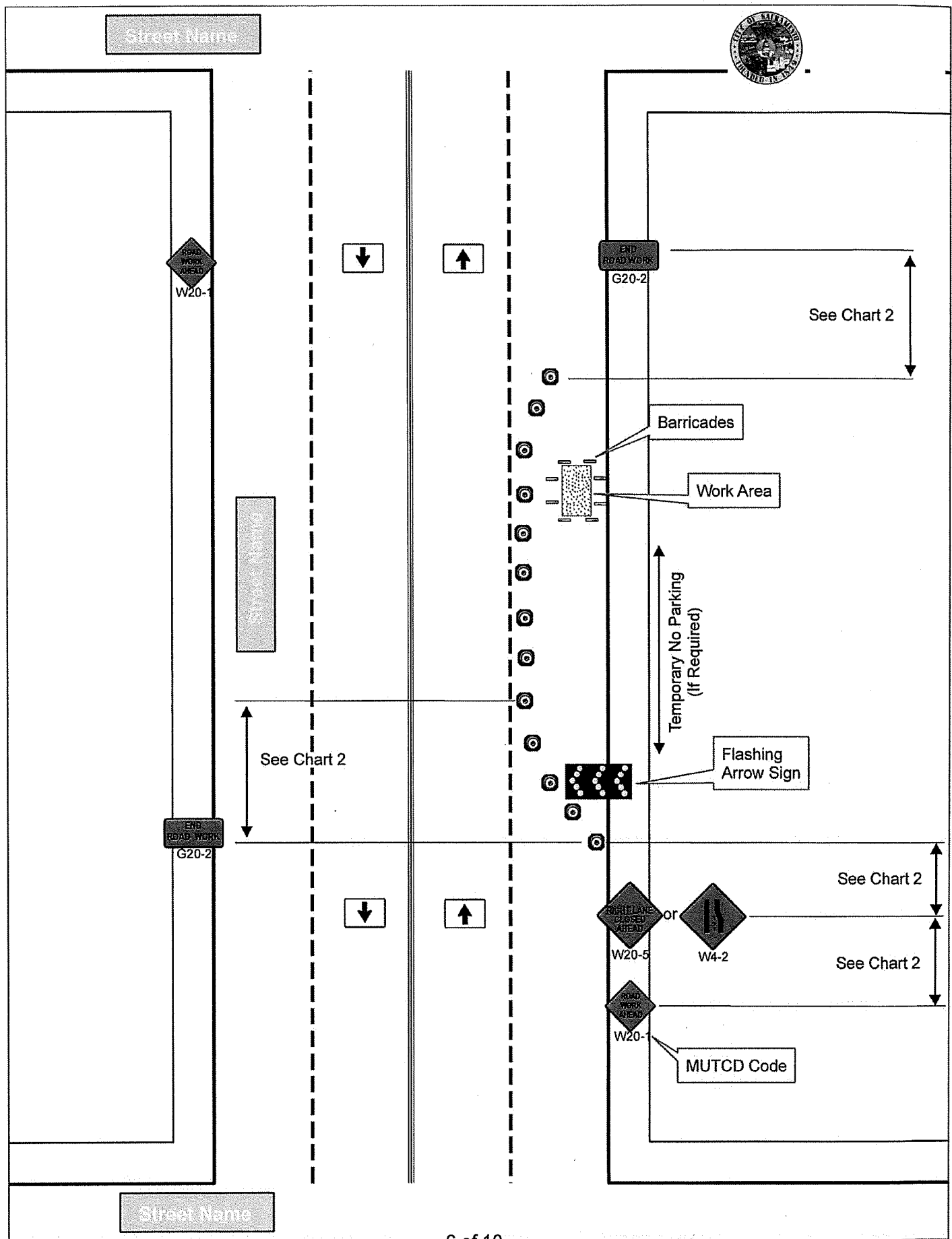
**Chart 1**  
**Parking Lane or Shoulder**

<b>Traffic Speed</b> (85th Percentile or as directed by the Engineer)	<b>Minimum Taper Length</b> (Each Lane)	<b>Maximum Delineator</b> (Taper)	<b>Maximum Spacing</b> (Tangent)	<b>Sign Spacing</b> (Advance of Taper and Between Signs)
25 MPH	50 Feet	25 Feet	50 Feet	50 Feet
30 MPH	66 Feet	25 Feet	50 Feet	66 Feet
35 MPH	83 Feet	25 Feet	50 Feet	83 Feet
40 MPH	116 Feet	25 Feet	50 Feet	116 Feet
45 MPH	183 Feet	25 Feet	50 Feet	183 Feet
50 MPH	200 Feet	25 Feet	50 Feet	200 Feet
55+ MPH	333 Feet	25 Feet	50 Feet	333 Feet

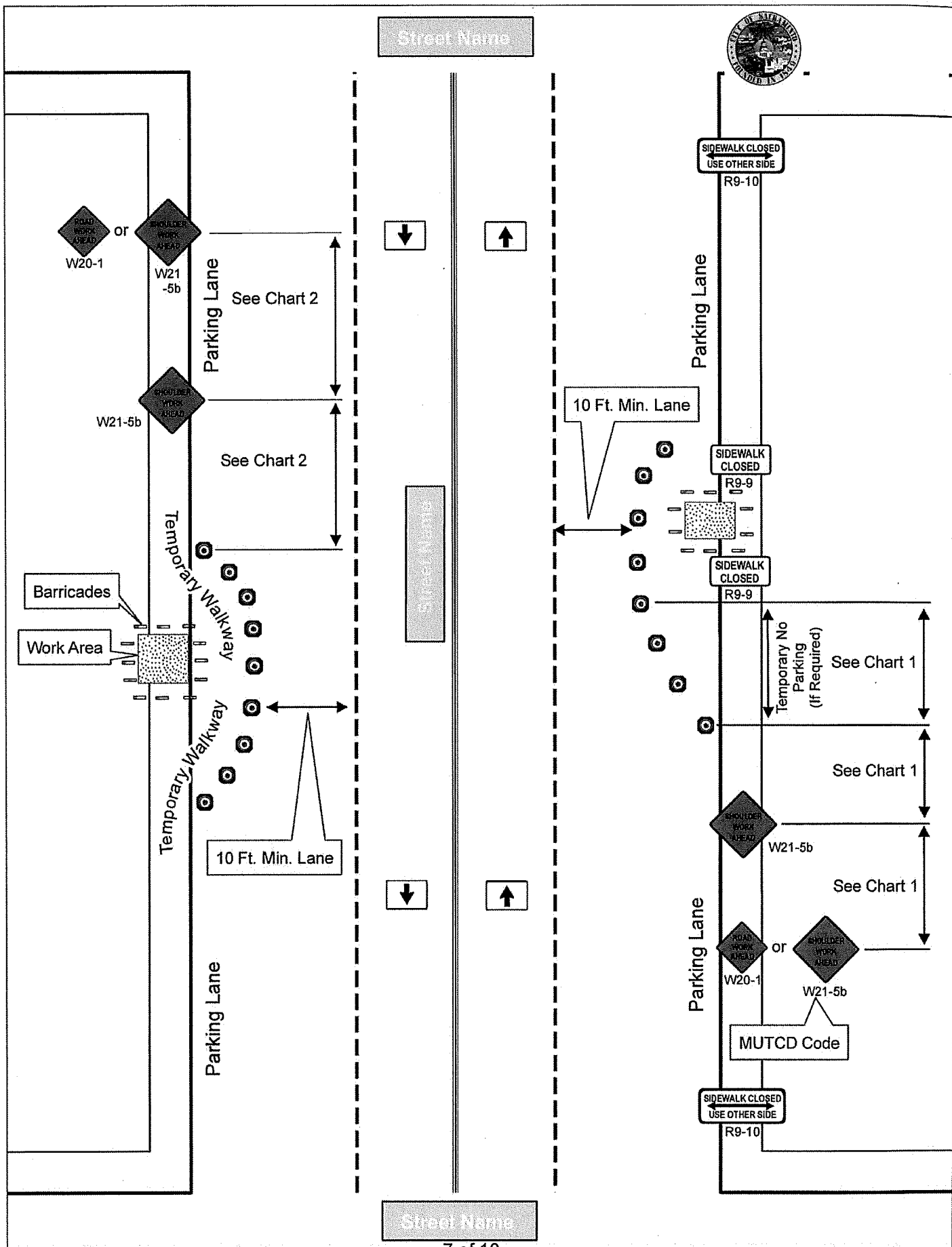
**Chart 2**  
**Minimum Recommended Delineator and Sign Placement**

<b>Traffic Speed</b> (85th Percentile or as directed by the Engineer)	<b>Taper Length</b> (Each Lane)	<b>Delineator</b> (Taper)	<b>Spacing</b> (Tangent)	<b>Sign Spacing</b> (Advance of Taper and Between Signs)
25 MPH	150 Feet	25 Feet	50 Feet	150 Feet
30 MPH	200 Feet	30 Feet	60 Feet	200 Feet
35 MPH	250 Feet	35 Feet	70 Feet	250 Feet
40 MPH	350 Feet	40 Feet	80 Feet	350 Feet
45 MPH	550 Feet	45 Feet	90 Feet	550 Feet
50 MPH	600 Feet	50 Feet	100 Feet	600 Feet
55+ MPH	1000 Feet	50 Feet	100 Feet	1000 Feet









## **BUILDING PERMIT IDENTIFICATION FORM**

**Applicant:**

**List all active building permits associated with this address and return this sheet with the permit application:**

**Development Engineering Counter Person:**

**The following building permits are associated with this permit application. Route this application to the plan checker listed in the commercial database.**

---

**Address**

**Building Permit #** \_\_\_\_\_

**Building Permit #** \_\_\_\_\_

**Building Permit #** \_\_\_\_\_

**Building Permit #** \_\_\_\_\_

**Building Permit #** \_\_\_\_\_

**Building Permit #** \_\_\_\_\_

## APPLICANTS COPY OF GENERAL CONDITIONS

All work is subject to the requirements of Sections 12.12.010 through 12.12.170 of the City Code of the City. Particular attention is directed to the following:

**PERMIT - REQUIRED.** It shall be unlawful for any person to make or cause to be made any excavation in or under the surface of any public street, alley, sidewalk or any other public place for the installation, repair or removal of any pipe, conduit, duct, tunnel, power pole, or for any other purpose without first obtaining from the city engineer an excavation permit in compliance with this article.

**REQUIREMENTS.** Before issuing an excavating permit, the city engineer shall require:

(a) A written application for such permit, upon a form to be furnished by the city engineer, to be made and filed with the city engineer, wherein the applicant shall set forth the following.

1. the name and residence or business address of the person making such application;
2. the location and approximate area of the excavation; and,
3. the purpose of the excavation.

The applicant shall attach to the application form a plan showing the location of the proposed excavation, the dimensions thereof, and such other details as the city engineer may require to be shown upon such plan.

At the time the permit is issued, a nonrefundable fee in an amount established by resolution of the city council shall be paid, provided, however, that in any case where the city engineer determines the fee to be inappropriate based on the amount of work to be done to process the application, or for other good cause shown, the city engineer may waive the fee, in whole or part. No fees shall be charged for excavation permits for power poles.

Notwithstanding the foregoing, excavation by legally authorized utilities for service connections or for the location of trouble in conduits or pipes shall be according to the paragraph below titled "Blanket Permits".

**ISSUANCE.** (a) Upon receiving a written application for an excavation permit and a plan, the city engineer shall set forth all requirements, approve or disapprove the application, sign and return it to the applicant. Excepting only excavations described below as Emergency Excavations or authorized under Blanket Permits, one (1) day prior to start of the work, the applicant shall telephone the division and request a permit number, informing the City the date the work will commence. A permit number shall then be assigned to the job and a permit shall be sent to the applicant.

(b) No permit shall be transferable and shall be void unless the excavation to be made pursuant thereto is commenced within ten (10) days from the date of its issuance and the work diligently completed.

(c) Each permit shall state a time when all the work to be done thereunder shall be completed. The city engineer may grant extensions of time, provided satisfactory reasons thereof are presented by the applicant.

**COMPLIANCE WITH SAFETY REGULATIONS.** The applicant shall be responsible to comply with all current federal and state safety regulations.

**EXCAVATIONS NOT IN ACCORDANCE WITH PERMIT DECLARED UNLAWFUL.**

- (a) It shall be unlawful for any person to make, cause or permit to be made, any excavation, or to install, cause or permit to be installed any tank, pipe, conduit, duct, tunnel, power pole, or other utility or appliance in or under the surface of any public street, alley, sidewalk or other public place, at any location, other than that described in the application for the excavation permit and as shown on the plans filed with the city engineer by such persons, and in accordance with the requirements of the permit. If the circumstance appearing after the excavation is commenced make it impossible to comply with the permit, the city engineer may grant a waiver to take such circumstances into account.
- (b) Failure to comply with requirements set forth by the city engineer on any permit shall be cause for revocation of said permit until such time as violations have been corrected or substitutes have been approved by the city engineer.

**OPENING AND BACKFILLING TRENCHES.** (a) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than four hundred (400) feet in advance of the pipe, conduit or ducts being placed in the trench, except in the case of emergency, and only after the consent of the city engineer has been obtained.

(b) All trenches shall be backfilled to meet city standards for compaction, and the old torn up pavements and other rubble shall be removed, together with any surplus excavated material, within three (3) working days from the time such material is placed upon the street. After backfilling is completed, and prior to repaving the cut, the contractor or permittee shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the engineer.

(c) Whenever any caving occurs in the sidewalls of any excavation, the pavement above such caving shall be cut away. In no case shall any void under a pavement be filled by any side or lateral tamping.

**CLEARING UP STREETS.** In every case and at all times, the work of removing from the streets all obstructions, surplus materials, debris and waste matter of every description caused by and accumulated from the excavation shall be the responsibility of the permittee.

**REPAIR OF SUNKEN PAVEMENT OVER EXCAVATION.** In case the pavement or the surface of the street over any excavation should become depressed or broken at any time within two (2) years after the work has been completed, natural wear of the surface expected, the person who made the excavation shall upon written

notice from the city engineer, immediately proceed to inspect the depressed or broken area to ascertain the cause of the failure. The contractor or permittee shall make repairs to the installation or backfill and have the pavement restored as specified by the city engineer. In case such pavement is not completely restored within ten (10) days after such notice has been given, and unless delayed by a strike or condition beyond control, the city engineer shall then cause the work to be done at the expense of the delinquent person after giving such person twenty-four (24) hours final notice. In such case, the city shall be responsible for any future repairs of that portion of such street repaired by city forces.

**FAILURE TO COMPLETE WORK WITHIN SPECIFIED TIME.** In case any part of

the work referred to in this article is not completed within the time required except by reason of legal holidays or delays caused by strikes, or unless the city engineer shall notify in writing the person doing the work to complete the same within forty-eight (48) hours after such notice has been mailed or served, the city engineer shall have full power to do such work, or may contract for the performance of such work as will restore the work area to a safe and passable condition until such time as the work can be completed. The cost thereof shall be assessed against the delinquent person or permittee.

**EXCAVATIONS, ETC., TO BE UNDER SUPERVISION OF THE CITY ENGINEER.**

Any person engaged in making or backfilling any excavation in any public street, alley, sidewalk or other public place, shall at all times while such work is in progress keep at the job locations, the original permit or a copy thereof, and must, on demand, exhibit the same to the city engineer, his authorized representative or any police officer. Such person shall also maintain at such job location, a sign, barricade, or other device bearing his name.

**EMERGENCY EXCAVATIONS.** Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit, or duct in or under any street, alley, sidewalk, or other public place by virtue of any law, ordinance or permit, from making such excavation as may be necessary for the preservation of life or property when the necessity arises, provided that the person making such excavation shall notify the city street maintenance division within one (1) day after the offices of the city are first opened subsequent to such excavation.

**BLANKET PERMITS.** The city engineer may issue blanket permits for any utility to make excavations for service connections, for the location of trouble in conduits or pipes, for making repairs thereto, or for emergency purposes. Blanket permits shall be issued on a yearly basis only, and will authorize excavation only as stated above. Blanket permits shall not be issued for new installations or facilities.

**LIABILITY OF CITY.** Neither the City nor any officer or employee thereof shall be held responsible for any damages caused by any excavations made in any street, alley, sidewalk or other public place made by any person under the authority of a permit issued pursuant to the provisions of this article. The person acting pursuant to such permit shall be solely liable for any damage or loss occasioned by any act or neglect in respect to such excavation.

**ADDITIONAL REQUIREMENTS FOR CABLE TV FRANCHISEE, PRIVATE PARTIES AND NON-PUBLIC UTILITIES.** (a) Cable TV franchisee shall construct facilities in accordance with the Cable System Construction Guidelines which have been approved by the Cable TV Commission and shall be responsible for pavement restoration unless otherwise specified in the permit.

(b) Authorized installations shall, upon demand of the Director of Public Works, be immediately relocated or lowered to avoid potential conflicts. All expenses incurred in relocating, lowering lines, potholing or marking of facilities to determine their exact location after the original installation shall be paid for by the permittee. In case any part of the work referred to in this article is not completed within a time acceptable to the City, the Director of Public Works shall have full power to do such work or may contract for the performance of such work and the cost thereof shall be assessed against the permittee.

(c) Upon completion of underground or surface work and at the discretion of the Director of Public Works, permittee shall furnish as built plans of the installation showing a correct plan view to scale, details and profile showing the locations of all elements based on data obtained in the field during construction.

(d) Permittee shall take out, pay for and maintain during the period in which this permit is in effect, a policy of public liability and property damage insurance protecting himself, his agents and employees against the liability or injury or death sustained or suffered by the public or damage to the property of the public by reason of the work carried on under this permit or the encroachment maintained hereunder. Public liability insurance shall be for the limits of at least \$300,000 for the injuries to one and \$500,00 for injury to more than one person and property damage limits shall be for the sum of \$100,000. The insurance shall be placed with a company satisfactory to the Risk Management Division, prior to the date that work under this permit is commenced. Said policy or policies of insurance shall name the grantor, its officers and employees as additional named insureds and shall contain an endorsement precluding cancellation or reduction in coverage without giving the Risk Management Division at least ten (10) days' notice prior thereto.

(e) If required on the face thereof, the permit shall not be effective for any purpose unless and until the permittee files with the Risk Management Division or granted a corporate surety bond in the amount specified on the face thereof, said bond to fully assure the performance by permittee of all obligations imposed upon permittee under the provisions of the permit.

1. Unless otherwise indicated, working hours are 8:30 a.m. to 4:00 p.m. Mon. - Fri.

2. All work shall conform to the standard specifications for public works construction unless otherwise noted.



**ENCROACHMENTS & DRIVEWAY PERMITS**  
**REQUIREMENTS FOR**  
**CERTIFICATES OF INSURANCE**

- 1) The City of Sacramento requires all certificates of insurance to be submitted on a standard Accord form or on the insurance company's letterhead. The City does not accept declaration pages. The certificate of insurance must be signed by a legitimate agent.
- 2) The amount of insurance must meet the minimum limits of liability coverage, **General Liability - \$500,000 Combined Single Limit**, set forth in Resolution 81.845.
- 3) The City of Sacramento must be listed as a certificate holder.
- 4) "The City of Sacramento, its officials, agents, employees & volunteers" must be named additional insured with respects to general liability. An additional insured endorsement must accompany the certificate of insurance.
- 5) The insurance company must have an A.M Best Guide rating of A-VII or better.
- 6) The City of Sacramento requires a valid policy number to be provided by an insurance company that meets the requirements listed above. The City does not accept "binder numbers", "pending", "TBD", "to follow", "to be announced".
- 7) The City requires a 30 day written notice of cancellation to be designated on the certificate of insurance.
- 8) The issue date must be provided on the certificate of insurance as well as the policy's effective and expiration dates.
- 9) For businesses, the company name must be listed. (For example, Smith's Construction or John Smith, Doing Business As Smith's Construction)

If you have any questions on the above, please contact the Risk Management Office at (916) 808-5556.

05/22/07 ml

915 "I" Street, 4<sup>th</sup> Floor • Sacramento, CA 95814-2604 • Phone 916.808.5278 • Fax 916.808-5160

[www.cityofsacramento.org](http://www.cityofsacramento.org)

An Equal Opportunity Employer