

ARCADE CREEK

RECREATION AND PARK DISTRICT

SPECIFICATIONS FOR

Oakdale Park Landscaping Improvements

January 2010

NOTE: The County of Sacramento Municipal Services Agency Standard Construction Specifications dated September 2001, revised January 1, 2008, are hereby made a part of these Specifications. A copy of the Standard Construction Specifications may be obtained at the cashier's window in Room 105 of the County Administration Building, 827 7th Street, Sacramento, or may be downloaded from the County website at www.saccounty.net.

JANE STEELE, DISTRICT ADMINISTRATOR
ARCADE CREEK RECREATION AND PARK DISTRICT

SPECIFICATIONS FOR

Oakdale Park Landscaping Improvements

**3708 Myrtle Avenue
North Highlands, CA 95660**

PROJECT MANAGER

**Jane A. Steele
District Administrator**

Oakdale Park Landscaping Improvements

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Note: All portions of the County of Sacramento Municipal Services Agency Standard Construction Specifications, dated September 2001, revised March 2004, are hereby made part of these specifications. Modifications to the Standard Construction Specifications are noted in section 01000 of these specifications. The Standard Construction Specifications along with these project specifications shall be considered as one body of specifications.

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INVITATION TO BID

Notice is hereby given that the Arcade Creek Recreation and Park District will receive sealed bids as follows:

BID DATE: **January 20, 2009 at 4:00 p.m.**

SUBMIT BIDS TO: **Arcade Creek Recreation & Park District
4855 HAMILTON STREET
SACRAMENTO, CA 95841
UNTIL 4:00 P.M. (LOCAL TIME)**

FOR: **Oakdale Park Landscaping Improvements**

ESTIMATED CONSTRUCTION COST: **\$ 25,000**

**CONTRACTOR'S CALIFORNIA LICENSE
AND/OR CLASS REQUIRED** **A, B, C8, C27, C29**

PROJECT DESCRIPTION: The work to be performed under this contract includes the furnishing of all labor, materials, equipment, transportation and services necessary for the installation of concrete paving, installation of keystone planting beds, installation of irrigation, and planting.

Award of this contract requires a valid California contractor's license with the classification identified above.

Contract Documents may be obtained at the Arcade Creek Recreation and Park District office, located at 4855 Hamilton Street, Sacramento, CA 95841, telephone (916) 482-8377 **between the hours of 9:00 a.m. – 4:30 p.m. Monday through Friday** the Standard Construction Specifications, which are incorporated by reference in the Contract Documents, may be purchased at the Municipal Services Agency, Technical Resources Section, Building Inspection Division, located in the County Administration Building, 827 - 7th Street, Room 105, Sacramento, CA 95814, telephone (916) 874-6544 **between the hours of 9:00 a.m. - 4:30 p.m. Monday through Thursday**. The cost for the Standard Construction Specifications is \$30. The Standard Construction Specifications may be downloaded from the County website at www.saccountyspecs.net

Each bid must be submitted on the proposal bid forms provided in the Contract Documents. A bid bond will be required.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the Arcade Creek Recreation & Park District (ACRPD), each for not less than one hundred percent (100%) of the contract price.

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contacting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Clerk of the Governing Board.

Contractor shall post, at the job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the ACRPD to ensure performance under this contract.

Please direct pre-bid questions to Jane Steele, District Administrator at [www.jsteele@arcadecreekrecreation.com](mailto:jsteele@arcadecreekrecreation.com); (916) 482-8377.

The ACRPD reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in the judgment of the ACRPD, is the lowest responsive bid of a responsible bidder.

HAVE YOU:

USED THE CORRECT PROPOSAL -- BID FORM? A REVISED PROPOSAL -- BID FORM IS SOMETIMES ISSUED BY ADDENDUM.

CHECKED YOUR UNIT PRICES FOR CORRECT PLACEMENT OF DECIMAL POINTS?



CHECKED YOUR ARITHMETIC?

ACKNOWLEDGED RECEIPT OF ALL ADDENDA, IF ANY, IN THE SPACE PROVIDED?

SIGNED THE PROPOSAL -- BID FORM IN THE SPACE PROVIDED?

PROVIDED ALL INFORMATION CALLED FOR IN THE DESIGNATION OF SUBCONTRACTORS?

CAUTION: FAILURE TO COMPLY WITH THESE REQUIREMENTS ON PAST PROJECTS HAS RESULTED IN THE REJECTION OF BIDS. IT IS EXTREMELY IMPORTANT THAT THE BIDDER COMPLETES ALL PORTIONS OF THE PROPOSAL -- BID FORM AND CHECK ALL ENTRIES.

FIRM NAME _____

CONTRACT NO. _____

ARCADE CREEK RECREATION AND PARK DISTRICT

PROPOSAL -- BID FORM

Hamilton Street Park Improvements

SUBMIT BID TO:

Arcade Creek Recreation & Park District
4855 Hamilton Street
Sacramento, CA 95841

BID OPENING: January 20, 1010

Park office at 4855 Hamilton Street
Sacramento, CA 95841

**NO LATER THAN: 4:00 P.M.
ON BID DATE**

**APPROXIMATELY 4:05 P.M.
ON BID DATE**

TO: Arcade Creek Recreation & Park District
4855 Hamilton Street
Sacramento, CA 95841

I. BID:

Pursuant to your published INVITATION TO BID for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is hereby submitted by the firm indicated in Part VII (Contractor Information) of this Bid Form.

SUBMIT THIS SHEET AS PART OF YOUR BID

PROPOSAL SHEET 1 OF 5

FIRM NAME _____

CONTRACT NO. _____

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES)	AMOUNT (IN FIGURES)
1	Demolition, grading, etc.	SF	140		
2	Portland Cement Concrete Pads and walkways	SF	833		
3	Keystone Pavers	LF	152		
4	Concrete Planters	LS	3		
5	Irrigation	LS	1		
6	Planting and staking	LS	9		
<u>TOTAL BID:</u> SUM OF ALL UNIT PRICE AMOUNTS					

Notes:

1. Bidders must submit bids for each unit price item.
2. In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

SUBMIT THIS SHEET AS PART OF YOUR BID

II. ADDENDA:

Acknowledgment is hereby made of receipt and incorporation of addendum number _____ through _____ into this Bid.

III. BID GUARANTEE:

The bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidder's bond in the form provided by the Agency. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the Agency, the amount of which shall be not less than ten percent (10%) of the Total Bid Amount, or other security acceptable to the Agency. No Bid will be considered unless accompanied by a Bid Guarantee.

The Agency is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The Agency is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the Agency for the Work.

IV. AFFIDAVIT OF NONCOLLUSION:

The bidder swears and deposes that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive for sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

V. SUBCONTRACTOR LISTING:

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form will perform the indicated work of improvement on the project.

SUBMIT THIS SHEET AS PART OF YOUR BID

FIRM NAME _____

CONTRACT NO. _____

VI. TYPE OF BUSINESS (Check One):

CORPORATION. STATE OF INCORPORATION _____

PARTNERSHIP

JOINT VENTURE

PRIVATE INDIVIDUAL

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VII. CONTRACTOR INFORMATION

Firm Name _____

NOTE: In addition, Place name on Sheet 1 where space is provided

Address _____

Telephone () _____ Fax () _____

Contractor's License Number _____

Contractor's License Expiration Date _____

Contractor's License Classification _____

Contractor's Federal Tax I.D. Number _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

BID AND CERTIFICATION SUBMITTED _____
DATE

SIGNATURE _____
AUTHORIZED REPRESENTATIVE

PRINT OR TYPE NAME

TITLE _____

SUBMIT THIS SHEET AS PART OF YOUR BID

FIRM NAME _____

CONTRACT NO. _____

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

PORTION/TYPE OF WORK	SUBCONTRACTOR'S NAME	BUSINESS LOCATION CITY, STATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

SUBMIT THIS SHEET AS PART OF YOUR BID

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01000 - SPECIAL PROVISIONS

1.01 SCOPE OF WORK

The work to be done under this contract consists of furnishing of all labor, materials, equipment, transportation and services necessary for the installation of Portland cement concrete paving, installation of keystone planting beds, installation of irrigation, and planting.

1.02 PROJECT LOCATION

Oakdale School and Park, 3708 Myrtle Avenue, North Highlands, CA 95660

1.03 DRAWINGS

The contract drawings are entitled: Oakdale Park Landscaping Improvements.

1.04 SUBMISSION OF BIDS AND AWARD OF CONTRACT

Preparation and submission of the bid proposal and award of contract shall be in accordance with Section 2 and 3 of the Standard Construction Specifications except as modified herein.

1.05 CONTRACT BONDS

Refer to Section 3-4 of the Standard Construction Specifications along with the following clarifications.

A faithful Performance Bond and Payment Bond in a sum not less than 100% of the total contract price shall be provided by the contractor. Bond forms shall be those provided in Appendix A of these specifications.

1.06 CERTIFICATE OF INSURANCE

Before beginning any work, the contractor shall furnish or have on file, satisfactory certificates of insurance. The certificates must be held by the ACRPD and must remain in effect for the duration of the contract. See Section 3-9 of the Standard Construction Specifications for insurance requirements. The standard Insurance Accord Form is acceptable.

The contractor shall submit all required insurance certificates to the ACRPD within ten (10) days of being notified that they are the lowest responsible bidder. Failure to comply with this requirement may result in awarding the purchase order to another bidder as per section 3-8 of the Standard Construction Specifications.

1.07 ENVIRONMENTAL LIABILITY INSURANCE

Environmental Liability Insurance will not be required for this project.

1.08 BUILDER'S RISK INSURANCE

Builder's Risk Insurance will not be required for this project.

1.09 TIME OF COMPLETION

The time for completion of this contract shall be 40 working days commencing as specified in Section 7-1 of the Standard Construction Specifications.

1.10 LIQUIDATED DAMAGES

Liquidated damages shall be \$100.00 for each calendar day(s) delay beyond the established contract completion date that all work is not completed. Refer to Section 8-10 of the Standard Construction Specifications.

1.11 PRE-BID CONFERENCE

A pre-bid conference will be held if noted in the INVITATION TO BID.

1.12 LABOR COMPLIANCE

NOT USED.

1.13 TECHNICAL SPECIFICATIONS FORMAT

The project specifications use the Construction Specifications Institute (CSI) format which is comprised of 16 divisions. The CSI format divisions shall not operate to make the County an arbiter to establish subcontract limits between Contractor and/or subcontractors. The General Contractor is responsible to the County for all phases of construction and a complete job.

1.14 MODIFICATIONS TO STANDARD CONSTRUCTION SPECIFICATIONS

Modifications shall be made to the Standard Construction Specifications as follows:

A. 2-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

Direct pre-bid questions to Jane Steele, District Administrator, (916) 482-8377; Email: www.jsteele@arcadecreekrecreation.com

B. 2-8. SUBCONTRACTORS

NO CHANGES

C. 2-11. BID GUARANTEE

NOT USED.

D. 2-12. WITHDRAWAL OF BIDS

Sentence one shall be revised to delete the words “Notice to Contractors” and add in its place the words “Invitation To Bid”.

E. 2-13. PUBLIC OPENING OF BIDS

Sentence one shall be revised to delete the words “Notice to Contractors” and add in its place the words “Invitation To Bid”.

F. 3-2. TIME OF AWARD

Sentence one shall be revised to, delete the words “thirty (30) days after bid opening” and add in its place the words “seven (7) days after bid opening”.

G. 4-3. CONFORMANCE WITH CODES AND STANDARDS

Add to the Applicable Standards and Regulations “The UMC”.

H. 5-8.01. SUBMITTALS – GENERAL

The last sentence of the first paragraph shall be replaced with the following:

Submittals shall be submitted within 7 days of execution of the contract, or at least 10 days prior to when the material will be ordered.

I. 5-9.01 AGENCY-FURNISHED SURVEYS

The entire section shall be deleted and replaced with the following:

The contractor shall be responsible for and shall perform all surveys and measurements necessary for layout and control of work in accordance with Section 5-9.03 of the Standard Construction Specifications.

J. 6-14-02 TRAFFIC CONTROL PLANS (TCP)

The first paragraph shall be replaced with the following:

A traffic control plan will not be needed.

K. 7-1. BEGINNING OF WORK

NO CHANGES

L. 7-10. PROTECTION OF WORK, PERSONS, AND PROPERTY

The following paragraph shall be added to this section:

Provide temporary fencing, lock boxes etc., as required to protect material storage, equipment and building under construction from theft, vandalism and unauthorized entry.

The Contractor shall be responsible for the protection of all furniture, walls, doors, etc., from damage, cosmetic or real, during the Work. The Contractor shall be responsible for all damage in the area of Work, or any other area in the building or on the site, caused by Contractor, his employees or subcontractors.

M. 10-4.04. STORMWATER POLLUTION PREVENTION PLAN

NOT USED

N. 10-4.05. EROSION AND SEDIMENT CONTROL PLAN

NOT USED

O. 11-3. RECORD DRAWING SPECIFICATIONS

The entire Section 11-3 shall be replaced with paragraph 1.16 of this specification section.

1.15 ACCURACY OF DRAWINGS AND SPECIFICATIONS

The existing conditions depicted on the drawings and specifications are developed from record information. Exact locations, distances, dimensions, elevations, etc., shall be governed by actual field conditions and verified by the Contractor.

1.16 RECORD DRAWINGS AND SPECIFICATIONS

A. Maintain on the construction site, one set of the following record documents, which record actual revisions to the work:

1. Drawings
2. Specifications
3. Addenda
4. Request for information
5. Field Instructions
6. Change orders and other modifications to the contract
7. Reviewed shop drawings, product data and samples
8. Manufacturer's instruction for assembly, installation, and operation

B. Ensure entries are complete and accurate, enabling future reference by the County.

C. Store record documents separate from documents used for construction.

D. Keep record information concurrent (within 7 days) of construction progress.

E. Specifications: Legibly mark and record at each product section a description of the actual products installed, including the following.

1. Manufacturer's name, product model, and number.
2. Product substitutions or alternates utilized.
3. Changes made by addenda and modifications.

F. Record drawings

1. Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finished first floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. This shall include, but shall not be limited to piping, conduit, valves, stubouts, etc.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work. This shall include, but shall not be limited to piping, conduit, valves, stubouts, etc.
 - d. Field changes of dimension and detail.
 - e. Details not on original contract drawings.

G. Progress Record Documents

Record Documents shall include all subcontractor changes and shall be kept current as the work progresses. Progress documents shall be made available and subject to review and approval by the Project Inspector and the Project Manager at each progress payment.

H. Final Record Documents

The Contractor shall submit one completed set of Record Drawings and Specifications, to the Project Inspector a minimum of one week prior to the final inspection. These Record Documents shall include certification by the Contractor that the Record Drawings and Specifications are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Documents are reviewed and accepted by the Project Manager.

I. Measurement and Payment

In addition to the retention provided for in Sections 8-7, 8-8, and 8-9 of the Standard Construction Specifications, The County shall retain ten percent (10%) of each progress or final payment when Record Documents are found not to be in compliance with the contract requirements. Full compensation for Record Documents is included in the prices paid for the various items of work and no separate payment will be made.

1.17 UTILITIES

- A. UTILITY SHUTDOWNS. The Project Inspector shall be notified two (2) working days in advance of any contemplated shutdown of electricity or other utility. The Project Inspector's approval shall be obtained prior to any shutdown activity.
- B. In addition to the requirements of Section 6-10 and 6-16 of the Standard Construction Specifications, the Contractor shall schedule and coordinate all connections and other work to be performed by public and private utility organizations necessary for the completion of the project.

1.18 SITE ACCESS, STORAGE OF SUPPLIES, MATERIALS, EQUIPMENT, ETC.

The Contractor shall obtain the prior approval of the project Manager for acceptable site access or before using any area or space for Contractor's storage during construction operations. Materials, equipment, etc., shall not be piled or stored in any location which shall interfere with the conduct of normal functions of the building and/or facilities, and shall not constitute a hazard to persons or property. Any required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed by the Contractor during construction operations.

1.19 TESTING

Testing of soils, concrete and aggregate and all other tests shall be performed and paid for by the Contractor as required in these contract documents.

1.20 ASBESTOS MATERIALS

- A. It is the intent of these Contract Documents to exclude from the work all materials containing asbestos.
- B. If asbestos materials are encountered during any work, the Contractor shall immediately notify the Project Inspector in writing.

- C. Unless specifically specified, the Contractor shall not install any asbestos-containing building materials. Materials such as mastics, joint compounds and flashing tars shall have a manufacturer's statement or label verifying that the material is asbestos free.

1.21 SIGNS

No advertising signs of any kind will be permitted except by written permission of the Project Inspector.

1.22 CONTRACTOR'S FIELD OFFICE

A field office as such is not required and space is not available.

1.23 INSPECTOR'S FIELD OFFICE

A field office is not required.

1.24 CONSTRUCTION SITE UTILITIES

A. WATER:

Contractor may connect a temporary line to the existing water service lines at the site. The contractor shall be responsible to verify all existing conditions associated with a water connection. Connections to existing water service lines shall be coordinated with and accepted by the Project Inspector. Water used in construction must comply with section 16 of the Standard Construction Specifications.

B. ELECTRICAL POWER:

The facility's electrical power shall be made available for the Contractor's use as long as the Contractor's power requirements are below the available capacities in the immediate area of work. The Contractor shall be responsible to verify all existing conditions associated with an electrical connection. Connections to existing electrical services shall be coordinated with and accepted by the Project Inspector. The Contractor shall provide a portable generator for any power needs in excess of available electrical power.

C. TELEPHONE:

Contractor shall not have access to phones on site and therefore, shall arrange for his own pager or portable phone if needed for on-site communication.

D. FIELD TOILETS: The Contractor shall furnish, install, and remove at completion of the job, all sanitary (portable toilet) facilities required during project construction. Facilities shall be provided in sufficient quantities to comply with CAL-OSHA regulations. All such sanitary facilities shall be made available for use by all workers, subcontractors, consultants, and County personnel associated with the project. The type and location of the facilities shall be subject to acceptance by the Project Inspector. The Contractor shall maintain sanitary facilities in a proper, safe, operating, and sanitary condition for the duration of the work. Contractor's employees shall not use existing facilities at the site.

1.25 CUTTING AND PATCHING

A. The Contractor shall be responsible for all cutting, fitting, and patching required to complete the work including penetrations of surfaces for installation of ducts and conduit.

B. Cutting of structural members not specifically shown on the contract drawings, or cutting which might affect the integrity or effectiveness of weather exposed or moisture resistant elements or systems, must be approved in advance by the Project Inspector.

C. The Contractor is responsible for inspecting existing conditions, including elements subject to damage or movement during cutting or patching, prior to commencing any cutting operation. The Contractor shall provide temporary support adequate to insure the structural integrity of the affected portions of the work, and shall provide devices or use methods to protect other portions of the facility from damage.

D. The Contractor shall provide patching of a smooth and continuous nature, and shall refinish and paint all affected surfaces to match adjacent surfaces.

1.26 SPECIAL SECURITY REQUIREMENTS

A. The Contractor's workers and equipment shall be limited to the work areas as designated by this contract.

B. In the event the Contractor, his/her employees, or subcontractors fail to adhere to the District's security provisions, the District has the right to deny access to the work site to that employee or subcontractor without an extension of time being granted to the Contractor.

1.27 SCHEDULE OF WORK AND LIMITATIONS

A. During the progress of work, the existing facilities shall be maintained without interruption, except by specific arrangement with the Project Inspector and then only at such times as approved in writing by the Project Inspector.

B. The Contractor shall coordinate the work of this contract through the Project Manager assigned by the District Administrator.

C. The work will occur on a school site. Entrance and exit to and from work shall not occur between the hours of 7:30 am to 9:30 am or 2:15 pm and 3:45 pm.

1.28 ENVIRONMENTAL MITIGATION MEASURES

NOT USED.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02000

1.00 Scope

The Contractor shall perform, furnish, install and complete the following at the project sites: Clear and grub, remove concrete pad and trench; install Portland cement concrete paving, installation of keystone planting beds, three concrete planters, installation of irrigation, and planting. All items are to be constructed per the plans and specifications.

1.01 Demolition and Grading

The Contractor shall remove and dispose of all paving designated on plans, including excess soil and cobble. The grade for the paving on the south side of the Community Center building shall slope away from the building no more less than 1-1/2% and more than 4%.

1.02 Portland Cement Concrete Walks – Bid Item 2

The Contractor shall furnish and install Portland cement concrete paving as specified herein, as specified in Sections 25 through 27 of the Standard Construction Specifications.

All aggregate base shall conform to Section 27, “Aggregate Bases”, of the State Specifications, and Section 18-2.05, “Aggregate Base”, of the Standard Construction Specifications. The base course for the Portland cement concrete walks shall be constructed of a minimum thickness of 4”, and shall be 3/4” size. The compacted density of the 3/4” aggregate base shall be not less than 95% as determined by California Test Method #231.

The Contractor shall dispose of all excavated material per all applicable regulations and as specified in Section 18-7, “Surplus Material Disposal”, of the Standard Construction Specifications.

The contract price shall include full compensation for all equipment, materials and labor to complete all work as specified herein and no additional compensation shall be allowed.

1.03 Keystone Pavers – Bid Items 3

The Contractor shall furnish and install Basalite “Legacy” Keystone Pavers or equal as directed by the manufacturer. Installation instructions are made a part of this document.

The contract price shall include full compensation for all equipment, materials and labor to complete all work as specified herein and no additional compensation shall be allowed.

1.04 Concrete Planters – Bid Item 4

The Contractor shall furnish and install three round precast concrete California Series Planter manufactured by Quick Crete Products Corp. or equal. The manufactured planters shall be placed on the 4’x4’ pavements as shown on the Plans. Contractor shall punch 4 holes into the concrete of the 4’x4’ pad as shown on the plans. Contractor shall trench through soil and concrete paving for irrigation line as shown in the drawing.

The contract price shall include full compensation for all equipment, materials and labor to complete all work as specified herein and no additional compensation shall be allowed.

1.05 Irrigation – Bid Item 5

The Contractor shall install irrigation as laid out in the plans and specifications and according to Section 19, “Trench Excavation, Bedding and Backfill” and Section 20 “Irrigation Systems” of the Standard Construction

Specifications. The trench in the concrete paving shall be repaved with Portland cement according to Section 25, "Portland Cement Concrete Pavement".

The contract price shall include full compensation for all equipment, materials and labor to complete all work as specified herein and no additional compensation shall be allowed.

1.06 Planting and Staking – Bid Item 6

Contractor shall provide and install plantings as indicated on the plans according to Section 20, "Landscaping" of the Standard Construction Specifications.

Plants will be approved by District prior to planting. Plants will include:

- 3 15 gal. multi-trunk *lagerstroemia indica*, Crepe Myrtle, to be located in the concrete planters.
- 1 24" box. multi-trunk *Acer palmatum*, Japanese Maple, to be located in the bed located in the corner by the gymnasium.
- 5 15 gal. trees to be located in the keystone planters. District staff will show the location for each tree.

The Contractor is responsible for obtaining and applying potting soil, soil amendments, irrigation, and bark covering as directed in Section 20 Landscaping of the Standard Construction Specifications.

The contract price shall include full compensation for all equipment, materials and labor to complete all work as specified herein and no additional compensation shall be allowed.

END OF SECTION

APPENDIX A
BOND FORMS

PERFORMANCE BOND

PAYMENT BOND

PERFORMANCE BOND

BOND NO. _____

PREMIUM _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____

WHEREAS, the Governing Board of the Arcade Creek Recreation and Park District, a political subdivision of the State of California, hereinafter designated as the "Obligee", has on _____, awarded to hereinafter designated as the "Principal", a contract for the construction of Contract No. _____; and

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

NOW, THEREFORE, WE the Principal, and _____

as Surety, are held and firmly bound unto the Obligee in the penal sum of (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period on one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials of faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding,

the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said 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 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 of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____ 2002, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____
Signature for Principal

Title of Signatory

(SEAL)

Surety Company

By _____
Signature for Surety

By _____
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact.)

PAYMENT BOND

This bond is issued pursuant to Civil Code 3247 through 3252 of the State of California and shall insure to the benefit of any and all persons, companies, and corporation names in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said 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 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 of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2002, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature for Principal

Title of Signatory

(SEAL)

Surety Company

By _____
Signature for Surety

By _____
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact.)

AGREEMENT

Contract No. 2010-01

THIS AGREEMENT made and entered into this ___ day of _____, between ARCADE CREEK RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Governing Board of said District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of said District did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of District public opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

I. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors as revised January 2008; the Special Provisions; the contract drawings, all addenda; all plans; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

II. SCOPE OF WORK

That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for **Contract No. 2010-01, Oakdale Park Landscaping Improvements**, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made apart of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of District who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with

the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

III. COMPLETION

The time for completion of this contract shall be ONE HUNDRED AND TEN (110) working days. The contractor shall complete all work, excluding plant establishment, within the first TWENTY (20) working days. The final NINETY (90) working days are included for plant establishment only.

IV. PAYMENT

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: (_____). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

V. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

VI. INSURANCE

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers' compensation and builders' risk insurance as required by the specifications.

VII. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

VIII. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, before beginning said work, file two bonds with the District, each made payable to the District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the District (including its officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

X. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be executed as of the day and year first above written.

ARCADE CREEK RECREATION & PARK DISTRICT,
a political subdivision of the State of California

By _____

Title _____

CONTRACTOR

By _____
Authorized Representative

Title _____