

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:

CHARLIE JENSEN PARK (PN:LW76)

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:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Site Clearing and Grubbing	1	LS	\$ 3,300.00	\$ 3,300.00
2	Temporary Construction Fence to Install	1,120	LF	\$ 3.00	\$ 3,360.00
3	Erosion and Sediment Control	1	LS	\$ 3,267.00	\$ 3,267.00
4	Site Grading and Construction Staking	1	LS	\$ 4,950.00	\$ 4,950.00
5	Import Fill	1	LS	\$ 8,085.00	\$ 8,085.00
6	Play Area Drain to Construct	1	EA	\$ 2,900.00	\$ 2,900.00
7	6" Corrugated HDPE Gravity Drain Pipe to Place	90	LF	\$ 27.00	\$ 2,430.00
8	Aggregate Base to Place	21	CY	\$ 100.00	\$ 2,100.00
9	Concrete Pavement to Construct	1,480	SF	\$ 10.00	\$ 14,800.00
10	Asphalt Pavement to Construct	210	SF	\$ 10.00	\$ 2,100.00
11	Concrete Mowband to Construct	380	LF	\$ 15.00	\$ 5,700.00
12	Play Area Curb to Construct	114	LF	\$ 32.00	\$ 3,648.00
13	Play Area Ramp to Construct	1	EA	\$ 2,800.00	\$ 2,800.00

Item No	Item	Estimated Quantity	Unit	Unit Price	Total
14	Play Area to Construct	1	LS	\$ 15,000.00	\$ 15,000.00
15	Rubber Mat Under Swing	1	EA	\$ 1,200.00	\$ 1,200.00
16	Wood Fiber to Place	1	LS	\$ 12,500.00	\$ 12,500.00
17	Post and Cable Fence to Construct	210	LF	\$ 12.00	\$ 2,520.00
18	Park Rules Sign to Install	2	EA	\$ 250.00	\$ 500.00
19	Park Sign to Install	1	EA	\$ 5,500.00	\$ 5,500.00
20	Picnic Table to Install	2	EA	\$ 2,100.00	\$ 4,200.00
21	ADA Picnic Table to Install	1	EA	\$ 2,100.00	\$ 2,100.00
22	Bench to Install	2	EA	\$ 1,050.00	\$ 2,100.00
23	Trash Receptacle to Install	2	EA	\$ 900.00	\$ 1,800.00
24	Bike Rack to Install	1	EA	\$ 400.00	\$ 400.00
25	Automatic Irrigation System	1	LS	\$ 35,604.00	\$ 35,604.00
26	Central Irrigation Controller with Solar Power	1	LS	\$ 16,600.00	\$ 16,600.00
27	Trees to Plant (15 gallon)	62	EA	\$ 100.00	\$ 6,200.00
28	Shrub and Groundcover Areas to Plant	1	LS	\$ 13,541.00	\$ 13,541.00
29	Turf from Sod	13,600	SF	\$ 1.00	\$ 13,600.00
30	Native Grass Hydroseeding	37,165	SF	\$ 0.20	\$ 7,433.00
31	Plant Establishment (30 days)	1	LS	\$ 1,500.00	\$ 1,500.00

CONTRACTOR NAME: HEMINGTON LANDSCAPE SERVICES, INC. **TOTAL** \$ 201,738.00

Add Alternate

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
A-1	Drinking Fountain and Associated Items	1	LS	\$ 9,500.00	\$ 9,500.00
CONTRACTOR NAME: <u>HEMINGTON LANDSCAPE SERVICES, INC.</u>				TOTAL	\$ 211,238.00

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 **ONE HUNDRED TWENTY(120) CALENDAR DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

The architect's order of preference will be as follows; base bid first followed by additive alternates in chronological order.

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. # One DATE 4/11/06
Add. # Two DATE 4/17/06
Add. # _____ DATE _____

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

Corporation

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

X

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

CONTRACTOR:

By

(Signature)

Mark Hemington

(Print or Type)

Title President

Address 4170 Business Drive
Cameron Park, CA 95682

Telephone No. 530-677-9290

Fax No. 530-677-0590

Email Address: mhemington@hemington.com

Date 4/19/2006

Contractor's License No. 737761 Type C27, A

Expiration Date 7/31/2007

Tax I.D. Nos - Fed. 91-1811995 State California

City of Sacramento Business Operation Tax Certificate No. 125910 Ex 9/30/06
(City will not award contract if Certificate Number is missing.)

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 to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 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.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. 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 responsible 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 responsible 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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

QUESTIONNAIRE

NOTICE: 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:**
C27, A Expiration Date 7/31/07

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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 an 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?

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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 an 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?

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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 an 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?

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?

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Yes No

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Yes No

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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

FOR CITY CLERK USE ONLY

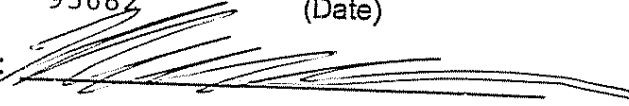
RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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 4170 Business Dr Cameron Park, CA, on 5/3/06
(Location) 95682 (Date)

Signature: 

Print name: Mark Hemington

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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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.

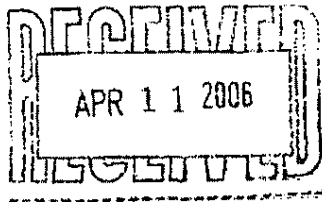
* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

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: Hemington Landscape Services, Inc.
BY: [Signature] President Date: 5/3/06
Signature Title

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



36.04

DEPARTMENT OF
PARKS AND RECREATION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, 5th Floor
SACRAMENTO, CA 95814

PARKS ADMINISTRATION
Park Planning, Design and Development

FH 916-808-8329
FX 916-808-8266

**CHARLIE JENSEN PARK (PN: LW76)
(Addendum #1)**

April 11, 2006

To all Potential Bidders:

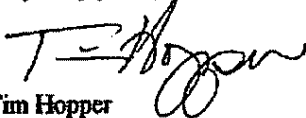
Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 730 I Street, Room 211, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Jeff Nittka at (916) 808-5996.

Very truly yours,


 Tim Hopper
 Administrative Officer

Enclosure

c: Distribution List
Planholders

SAMPLE COPY
DO NOT REPRODUCE

405230

ADDENDUM #1 DATE: April 11, 2006

**Charlie Jensen Park
(PN: LW76)**

Addendum #1 includes:

Plans & Spec Clarification:

1. Plan Sheet 3 of 10 Grading & Drainage Notes #3

The import of the soil is available from the City of Sacramento, Bill Conlin Youth Sports Complex (formerly Freeport Shores) site at 7895 Freeport Blvd. The contractor will be responsible for excavating, loading, transporting and placement of soil from Bill Conlin Youth Sports Complex to Charlie Jensen Park Site.

2. Specification Item No. 28 Shrub & Ground Cover Areas to Plant – Planting Materials G. Paragraph b) Mulch

The City of Sacramento – Tree Services will be delivering the native bark mulch to the Charlie Jensen Park Site. The City Project Manager will coordinate delivery of mulch to the site.

3. Specification Item No. 30 Native Grass Hydroseeding & Plan Sheet 7 of 10.

The plans don't correctly reflect the extent of Native Hydroseeding activity. The contractor shall reference the Bid Proposal for the square footage quantity when preparing the proposal. The contractor will be responsible for the installation of Native Hydroseeding as shown on the plans and on the south side of the site and any part of the site disturbed from construction activity construction staging, trenching, grading, demolition or any areas with exposed soil within the project limits.

Cc: File

SAMPLE COPY
DO NOT REPRODUCE

ADDENDUM #2 DATE: April 18, 2006

**Charlie Jensen Park
(PN: LW76)**

Addendum #2 includes: Two (2) Items

Change to the Bid Date:

New Bid Date is May 3, 2006 before 2:00PM Wednesday, Historic City Hall, 916 I Street, 1st Floor.

Change to the Specifications:

1. Item No. 14 – Play Area to Construct

This item shall consist of receiving, and installing the Play Area as shown on the plans in conformance with Section 10 of the Standard Specifications, these Special Provisions and the manufacturer's specifications. The City of Sacramento will purchase the play equipment and have it delivered to the contractor.

A. Standards

- 1. Unless otherwise shown or specified, all methods shall, at a minimum, conform to the latest version of California Code of Regulations: Title 22 Social Security, Division 4 Environmental Health, Chapter 22 Safety Regulations for Playgrounds.**
- 2. In addition to the above, all methods must meet the following standards: Consumer Product Safety Commission "Handbook for Public Playground Safety" current version, ASTM F1487 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" current version, and CFR Part 1191 "Americans with Disabilities Act Disability Accessibility Guidelines for Buildings and Facilities Section 15.6 Play Areas".**
- 3. The contractor shall have all components of the play equipment certified by International Play Equipment Manufacturers Association (IPEMA). A Certificate indicating compliance of the play equipment from a certified IPEMA inspector shall be turned over to the city prior to the final acceptance.**

- B. **Submittals:** Contractor shall submit the following items to Park Construction Inspector for review and approval. Incomplete submittals shall be returned without review.
1. Play equipment
 - a) **Post-construction** certification of compliance by a Certified Playground Safety Inspector or documentation showing that the installer is certified by the specified playground equipment manufacturer to assemble and install said equipment (see section E below).
 - b) **Certificate of compliance** with International Play Equipment Manufacturers Association (IPEMA).
- C. Play Equipment shall be as indicated on the plans as "Play Area" and per quote #07050655 through Miracle. The City of Sacramento will be responsible for ordering and shipping of the play equipment. The contractor will be responsible for receiving, and installing the new Play Structures. The Play Structure components shall be as shown on the plans and shall be composed of such material and constructed as specified by the manufacturers.
- D. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.
- E. **Compliance:** Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:
1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.
- OR
2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, insofar as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.
- G. **Layout:** Prior to commencing installation, Contractor shall stake layout of play equipment and use zones and request a review by the Park Construction Inspector. Contractor is responsible for adjusting layout as required.
- H. **Installation:** Contractor shall field verify all post lengths for play structures, after excavating play area subgrade and prior to ordering play structures.

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

Cc: File