

# **PROJECT MANUAL**

**emPOWERment Park  
1124 Bell Street  
Sacramento, CA 95825**

**Sacramento Parks Foundation Representative  
O'Dell Engineering  
1165 Scenic Drive, Suite B  
Modesto, CA 95350**

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## **Section 00010 - NOTICE TO BIDDERS**

### **ARTICLE 1. GENERAL**

Section 1.01 Notice is hereby given that the Sacramento Parks Foundation of Sacramento County, hereinafter referred to as "Sacramento Parks Foundation ," will receive sealed Proposals for

#### **emPOWERment Park ("Project")**

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.***

### **Section 1.02**

Scope of work including but not limited to:

The scope of work includes construction of a new inclusive park with new play equipment, new picnic areas with a shade structure, picnic tables and a group BBQ, a new parking lot with necessary signage, new peripheral park fencing, new planting and irrigation, new restroom building, and new lighting in the park. New play equipment includes installation of a Bankshot court and equipment for 2-5 play and 5-12 play areas. The scope of work also includes an offsite portion that entails the construction of widened sidewalks around the park and new crosswalks along Bell Street and Irma Way, as well as new signage and striping.

License Required: **Class A – General Contractor License issued by the State of CA**

Mandatory pre-bid conference will be held at:

#### **PRE-BID CONFERENCE INFORMATION**

Location: Swanston Community Center, 2350 Northrop Ave, Sacramento, CA 95825

Contact: Mike Grace, Executive Director, Sacramento Parks Foundation

Email: [EmpowermentPark@gmail.com](mailto:EmpowermentPark@gmail.com)

Date: 06/29/2022

Time: 10am

Zoom Link: <https://us02web.zoom.us/j/85835152026>

Meeting ID: 858 3515 2026

**Attendance for duration of meeting is mandatory (in-person or virtually) and each prime contract bidder (hereinafter referred to as "Bidder" or "Bidders") shall be required to certify, as part of its Proposal Form, that it attended the entirety of the Pre-Bid conference. Failure to include the certification will render the bid non-responsive.**

Proposals are due:

#### **BID OPENING INFORMATION**

Location: Mission Oaks Recreation and Park District Office, , 3344 Mission Ave, Carmichael, CA 95608

Date: Date: 07/27/2022  
Time: 2pm

**At this time such proposals will be opened and publicly read.**

Section 1.03 Overall coordination of the Project will be the responsibility of the Sacramento Parks Foundation Representatives. All inquiries regarding the bid are to be directed to Mike Grace, Executive Director; [EmpowermentPark@gmail.com](mailto:EmpowermentPark@gmail.com)

Section 1.04 Contracts for construction will be direct prime contracts with the Sacramento Parks Foundation. All Project procedures and documents are designed to facilitate delivery of the Project through prime construction contracts. The Sacramento Parks Foundation's forms shall be used for all documents. Bidders shall read and review the Bidding Documents carefully, and shall familiarize themselves thoroughly with all requirements.

Section 1.05 Each bid proposal shall conform to the requirements of the Contract Documents. ***The bid documents will be sent via email to all attendees of the mandatory pre-bid conference from the Sacramento Parks Foundation. Bid documents will also be available to be downloaded from the Sacramento Parks Foundation website.***

Section 1.06 No bid will be considered unless it is accompanied by Cashier's Check, Certified Check or Bid Bond from a surety authorized to do business in California for ten percent (10%) of the total amount of the bid, including additive Alternate Bids, made payable to the Sacramento Parks Foundation. The above-mentioned check or bid bond shall be given as a guarantee that the Bidder shall, if selected by the Sacramento Parks Foundation, execute the Contract, in conformance with the Contract Documents. For more information, refer to Section 00100, Article 1, Section 1.06.

Section 1.07 Bids shall not expire for a period of ninety (90) days after the date set for the bid opening. Within ten (10) days after notification of the Sacramento Parks Foundation's Notice of Intent to Award the Contract, the successful Bidder will be required to furnish a Labor and Material Bond and a Faithful Performance Bond. For further information, refer to Sections 00400 and 00410.

Section 1.08 The Sacramento Parks Foundation is an equal opportunity employer. Refer to the Sacramento County Standard Specifications 2016 edition.

Section 1.09 The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate (applicable at time of bid advertisement date) of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Sections 1726-1861. Copies of the prevailing rate of per diem wages are available on the internet at [http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html). Refer to the Sacramento County Standard Specifications 2016 edition. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 1.10 The governing board of the Sacramento Parks Foundation reserves the right to reject any and all proposals and to waive any irregularity in any proposals received.

Section 1.11 At the request and expense of the successful Bidder, eligible securities shall be accepted in lieu of retention payments to insure performance under the Contract, pursuant to California Public Contract Code Section 22300. Refer to the Sacramento County Standard General Conditions. Said securities shall be deposited prior to the submission of the successful Bidder's first progress payment application.

Section 1.12 Contractor compliance is required with economic sanctions imposed per the State of California's executive order N-6-22 on March 4, 2022 in response to Russia's actions in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

This correspondence serves as a notice under the EO that as a contractor, vendor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of the contract, as applicable.

**END OF SECTION**

**Section 00100 - INSTRUCTIONS TO BIDDERS**

ARTICLE 1. GENERAL

A. The Project Team consists of the following:

Sacramento Parks Foundation  
2201 Cottage Way,  
Sacramento, Ca 95825

Sacramento Parks Foundation Representative:  
Mike Grace; [EmpowermentPark@gmail.com](mailto:EmpowermentPark@gmail.com)

The Landscape Architects & Engineers:  
O'Dell Engineering  
1165 Scenic Drive, Suite B  
Modesto, CA 95350

The Project Address:  
1124 Bell St.  
Sacramento, CA 95825

Section 1.01 Definitions

Section 1.02 Bidding Documents

The "Bidding Documents" shall include the Notice to Bidders, Instructions to Bidders, Proposal Forms, Subcontractor Listing Form, Non-collusion Declaration, Agreement for Construction, Bid Security, Performance/Labor & Material Bond Forms, these General Conditions, the Technical Specifications, the Contract Drawings and Plans, Addenda, and the Sacramento County Standard Specifications 2016 edition.

A. Information regarding location to obtain the Bidding Documents is found in the Notice to Bidders Section 00010, Article 1, Section 1.05.

B. Bidders shall use complete sets of Bidding Documents in preparing proposals. Bidders are responsible for ascertaining that the Bidding Documents upon which their Proposals are based are complete sets.

C. Bidding Documents are provided to Bidders for bidding only. No other use is permitted.

D. Should a Bidder find discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents and/or applicable Federal, State, and local regulations or requirements, and/or should Bidder have any doubt about the meaning of any of the Contract Documents, the Bidder shall notify Mike Grace; [EmpowermentPark@gmail.com](mailto:EmpowermentPark@gmail.com) via email. Bidder's questions shall be submitted no later than 2pm on July 8th, 2022

E. The Sacramento Parks Foundation will forward written clarifications (via email) to all prime contract Bidders in the form of Addenda (emailed) by 5pm on July 18, 2022

F. Each Bidder shall ascertain, prior to submitting a proposal, that every Addendum issued prior to the Bid Date has been considered and shall acknowledge receipt of each Addendum on the Proposal form. Each Addendum will become a part of the Contract for Construction.

G. Bids are sums stipulated in Proposals for which Bidders propose to perform the Work.

H. Base Bids are sums stipulated in Proposals for which Bidders offer to perform the Work, and from which Alternate Bids may be added or deleted. Sums for Add Alternates will be listed separately as listed on the Bid Summary documents. The Total Base Bid Amount will be the Contract Amount.

I. Alternate Bids are sums which may be added to or deleted from Base Bids for the performance of Alternate Work, as delineated in the Bidding Documents.

J. Unit Prices are sums included in Proposals as Bids per unit measure of materials and/or services, as required in the Bidding Documents.

K. Proposals are complete, properly executed forms including Base Bids, Alternate Bids, Unit Prices and other information requested by the Sacramento Parks Foundation.

L. Bidders are qualified contractors who submit Proposals to the Sacramento Parks Foundation as Prime Contractors on the Project.

M. Subcontractors are those who will perform Work or labor or render service to the Bidder.

#### Section 1.03 Pre-Bid Conference

The date, time and location of the Pre-bid Conference are found in the Notice to Bidders Section 00010, Article 1, Section 1.02.

#### Section 1.04 Contract Schedule

Contractor to provide a Contract Schedule and detailed scheduling requirements for approval prior to receiving the 'Notice to Proceed'.

#### Section 1.05 Liquidated Damages

Refer to the Contract Section 00300.

#### Section 1.06 Bid Security

A. All bids must be valid for the time specified in the Notice to Bidders, Section 00010, Article 1, Section 1.07.

B. Each proposal shall be accompanied by Bid Security, pledging that the Bidder will enter into a contract with the Sacramento Parks Foundation in accordance with the terms stated in the proposal and will furnish bonds as described in Section 00400. The Bid Security for the two lowest responsive responsible Bidders will be returned to Bidders within ten (10) days after construction contracts have been signed. Should the Bidder fail or refuse to enter into such a contract or fail to furnish such Bonds, the Bidder shall be liable for all the cost of securing the supplies or service which exceeds the amount of its bid.

C. Bid Security shall be in the amount of ten percent (10%) of the total Bid(s), including client selected

additive Alternate Bids.

D. Bid Security shall be in the form of a Bid Bond from a surety company authorized to do business in California, Cashier's Check or a Certified Check, or Cash. The Sacramento Parks Foundation shall be listed as obligee on the bond or payer on the check.

E. If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of its Power of Attorney. The bid bond form supplied by the Surety is adequate.

#### Section 1.07 Bid Opening and Contract Awards

A. Bids will be opened publicly and read aloud at the time and date established in the Notice to Bidders, Section 00010. Bid Summaries may be made available to Bidders not sooner than 72 hours after the Bid Date.

B. Contracts will be awarded to the lowest responsive responsible Bidder based on the lowest base bid amount. After the award of contract based on the lowest base bid is made, the Sacramento Parks Foundation is free to choose any combinations of add alternates to implement (or none). All awards will be made in the Sacramento Parks Foundation 's best interests. No award will be made to a Bidder which is not pre-qualified if pre-qualification is required, and no award will be made to a Bidder that is not registered in accordance with Labor Code section 1725.5.

C. The Sacramento Parks Foundation reserves the right to waive any informality or irregularity in any Proposal.

D. The Sacramento Parks Foundation reserves the right to reject any and all proposals.

#### Section 1.08 Bid Protests

A. Any Bidder may file a protest against the award of the Contract to any other Bidder. The protest must be in writing, filed within five (5) calendar days after the opening of bids, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the Sacramento Parks Foundation or any administrative or judicial tribunal, any particular bid(s), the bidding process or any ground not set forth in the protest.

B. The Sacramento Parks Foundation will provide a written response to any timely bid protest.

#### Section 1.09 Post-Bid Interviews

A. Bidders in contention for contract awards may be asked to attend a post-Bid interview and submit post-Bid submittals in rough draft form for review.

#### Section 1.10 Post-Bid Submittals

A. The Sacramento Parks Foundation may elect to issue a Notice of Intent to Award to the successful Bidder prior to the Sacramento Parks Foundation 'execution of the Agreement for Construction.

B. Upon receipt of such a Notice of Intent to Award, the successful Bidder shall review it for completeness and accuracy, execute the Agreement for Construction, and return it to the Sacramento



Parks Foundation Representative for delivery to the Sacramento Parks Foundation.

C. Should a Notice of Intent to Award be issued, the successful Bidder shall submit all required post-Bid documents by the tenth (10th) day following the date of issuance of the Notice of Intent to Award. The Post-Bid documents include the following and will need to be approved by the Sacramento Parks Foundation:

1. Payment Bond
2. Performance Bond
3. Local contact for Surety
4. Insurance Certificates
5. Name of the full-time superintendent
6. Emergency contact names and numbers
7. The name of the safety supervisor
8. Copy of Safety Manual
9. Name of the person(s) authorized to sign documents for this project
10. List of all Subcontractors and suppliers with their contractor license numbers, contractor registration number (DIR), addresses, and telephone (2 copies required)
11. Resume for full time superintendent
12. Construction Schedule.

D. Should a Notice of Intent to Award be issued, the successful Bidder also shall submit the following:

1. Scheduling information according to the Sacramento County Standard Specifications 2016 edition
2. Schedule of Values information according to the Sacramento County Standard Specifications 2016 edition.
3. Time and Materials wage sheet (submit within ten (10) days of the date of the Notice of Intent to Award)
4. Matrix of all required submittals for review and approval (submit within ten (10) days of the date of the Notice of Intent to Award)

#### Section 1.11 Bonds

Refer to the Sacramento County Standard Specifications 2016 edition for bond descriptions. Refer to Sections 00400 and 00410 for bond forms.

#### Section 1.12 Insurance

Refer to the Sacramento County Standard Specifications 2016 edition.

#### Section 1.13 Wages

Refer to the Sacramento County Standard Specifications 2016 edition.

#### Section 1.14 Contractor's License

Class A – General Contractor License issued by the State of CA / Refer to the Sacramento County Standard Specifications 2016 edition.

#### Section 1.15 Subcontractor Listing

Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the California Public Contract Code, every Bidder shall in its bid set forth:

A. The name, contractor license number, and location of the place of business of each Subcontractor.

B. The portion of the Work that will be done by each Subcontractor, including for additive Alternate Bids. If the Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, including additive Alternate Bids, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself. The successful Bidder shall not, without the written consent of the Sacramento Parks Foundation, either:

1. Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid.
2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the bid.
3. Sublet or subcontract any portion of the Work in excess of one half (1/2) of one percent (1%) of the total bid, including additive Alternate Bids, as to which its original bid did not designate a Subcontractor.

For more details refer to the Sacramento County Standard Specifications 2016 edition. Any subcontractor listed in accordance with Public Contract Code section 4104 shall be registered pursuant to Labor Code section 1725.5 at the time of bidding.

Section 1.16 Construction Sets of Plans and Specifications

The Sacramento Parks Foundation will provide to the successful Bidder at Sacramento Parks Foundation expense complete sets of approved plans, specifications and addenda as required in an amount not to exceed five(5) sets. Additional sets may be purchased by the successful Bidder for the cost of reproduction.

ARTICLE 2. FORMS FOR BIDDING

Section 2.01 Proposal Forms

Refer to Section 00200.

ARTICLE 3. PROCEDURES AND CONDITIONS FOR BIDDING

Section 3.01 Bidders' Representations & Acknowledgments

In submitting a Proposal, each Bidder certifies that:

- A. The Bidder has read and understands the Bidding Documents,
- B. The Proposal is made in accordance with the Bidding Documents,
- C. The Bidder has visited the Project Site(s) and is familiar with the local conditions under which the Work will be performed. The Bidder also acknowledges that failure to visit the Site(s) will not relieve the Bidder of the responsibility for observing and considering those conditions which a contractor would have observed and considered during a site visit, estimating properly the difficulty and cost of successfully performing the Work or proceeding to perform the Work without additional cost to the Sacramento Parks Foundation.
- D. On the basis of the above and any further examinations, investigations and studies which the Bidder has made in connection with the Work, the Bidder represents and agrees that the Plans, Specifications and Reports are adequate to the best of the Bidder's knowledge and that the Work can be performed in strict accordance with the terms of the Contract Documents.
- E. Destructive testing of park facilities is prohibited.
- F. Bidder has attended the full duration of the mandatory Pre-Bid Conference.

**END OF SECTION**

## **Section 00200 - PROPOSAL FORM INSTRUCTIONS**

### **ARTICLE 1. INSTRUCTIONS**

#### **Section 1.01 Proposal Forms**

Bidders are required to use the Proposal Form provided in Section 00210. Additional Proposal Forms may be copied from the Project Manual.

#### **Section 1.02 Bid Proposals**

A. A responsive Proposal consists of all the following:

1. Completion of all six (6) sheets of the Proposal Form, Section 00210, as require
2. Bid Security (see Section 00100, Article 1.06)

B. Proposals shall be submitted in a sealed Proposal Envelope. On the face of the envelope clearly write "**Bid Proposal - Do Not Open**" and indicate the **Contractor's Name, Address and Bid Package Description**.

C. All spaces provided on the Proposal Forms shall be filled in. If any space provided is not utilized by the Bidder, that space shall be filled in with the notation "NA" (Not Applicable).

D. The Proposal Forms shall be filled in by typewriter or computer or manually printed in ink.

E. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern. In the case of a discrepancy between the Total Base Bid Amount stated on the Proposal Form and the actual total, the lump sum amount, before allowances, stated on the Proposal Form and the actual mathematical total will govern.

F. Bidders shall not make unsolicited notations or statements on the Proposal Forms. Alteration of the Proposal Forms is not permitted, and will result in proposal being considered non- responsive.

G. All changes to and erasures or crossing out of the Bidder's entries shall be initialed by the signer of the Proposal.

H. Each Proposal shall include the legal name of the Bidder and a statement regarding whether the Bidder is a sole proprietor, a partnership, a corporation, or other type of legal entity. Proposals submitted by corporations shall have the state of incorporation noted and shall have corporate seals affixed. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.

#### **Section 1.03 Alternates**

All requested Alternates shall be bid, or the Proposal may be considered incomplete.

#### **Section 1.04 Proposals for Multiple Bid Packages**

Not applicable

#### **Section 1.05 Completion 1 of Proposal Form**

A. Submit only one Proposal Form for each Bid Package.

- B. List Contractor's License number, contractor registration number (DIR) and expiration dates. Sign and date this section in the space provided.
- C. Fill in the numbers and dates of all Addenda received and considered in the Proposal. Proposals must include acknowledgment of all Addenda issued prior to the Bid Date.
- D. Fill in the amount of alternates as applicable.
- E. Fill out and sign the Non-Collusion Declaration.
- F. Fill in Subcontractors list; if there will not be any Subcontractors, check the appropriate blank and **sign** the form.
- G. Type or print the signer's name and title in the spaces provided below the signature.
- H. Date the form in the spaces provided.
- I. Sign the bottom of each page in the space provided.
- J. Affix corporate seal or stamp where indicated.

Section 1.06 Submission of Proposals

- A. Proposals shall be submitted to the Sacramento Parks Foundation in writing, at the location stated in the Notice to Bidders. Telephone, email or faxed proposals including all required bid documentation will not be accepted.
- B. Proposals shall be submitted by the time and date stated in the Notice to Bidders.
- C. Bidders shall bear full responsibility for delivering Proposals to the location for receipt of Proposals by the time and date designated for receipt of Proposals.
- D. No telephones, fax machines or copy machines will be provided by the Sacramento Parks Foundation or the Sacramento Parks Foundation Representative.

Section 1.07 Modification or Withdrawal of Proposals

- A. A Proposal may not be withdrawn by the Bidder following the time and date designated for the receipt of Proposals, except in accordance with Sections 5100 - 5108 of the Public Contract Code.
- B. Prior to the time and date designated for receipt of Proposals, Proposals may be modified or withdrawn. Modifications and withdrawals shall be in writing. Telephone, email or fax modifications will not be accepted.
- C. Withdrawn Proposals may be resubmitted up to the time and date designated for receipt of Proposals.

**END OF SECTION**

**Section 1 00210 - PROPOSAL FORM**

PROPOSAL FOR: **Sacramento Parks Foundation**

COVERING BID PACKAGE: **emPOWERment Park**

SUBMITTED BY:

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #/Fax #: \_\_\_\_\_

Licensed in accordance with the Contractors State License Board Description of Classifications. Registered with the Department of Industrial Relations.

License number: \_\_\_\_\_ License type: \_\_\_\_\_ License expiration date: \_\_\_\_\_

Public Works DIR Contractor Registration # \_\_\_\_\_

Expiration date: \_\_\_\_\_

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the Sacramento County Standard Specifications 2016 edition, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Landscape Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, and the Preliminary Construction Schedule, and further, being familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work required in this Proposal, and acknowledges that its proposal includes the Work of all trades within the Bid Package covered in the Proposal and understands that each Bidder who is awarded a Contract shall be in fact a Prime Contractor to the Sacramento Parks Foundation and agrees that its proposal, if accepted by the Sacramento Parks Foundation, will be the basis for a contract with the Sacramento Parks Foundation in accordance with the intent of the Contract Documents.

Bidder agrees to complete all the Work required within the Bid Package within three hundred and sixty five (365) calendar days of receiving the notice to proceed and by December 31, 2023 at the latest.

The undersigned has the authority to so bind Bidder to these representations and agreements.

***Affix Corporate Seal Here***

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates, made payable to the Sacramento Parks Foundation to be left in escrow with the Sacramento Parks Foundation as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee as liquidated damages. If agreements and bonds are not executed, or if this proposal is not accepted within the time set for submission of bids (refer to Instructions to Bidders Section 00100), or any extension thereof the check or bid bond shall be returned.

Bidder has notified the Sacramento Parks Foundation of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the Sacramento Parks Foundation before bid date to verify the issuing of any clarifying Addenda, in accordance with Instructions to Bidders, Section 00100, Article I, Para D, Section 1.02.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. \_\_\_\_ DATE \_\_\_\_\_ NO. \_\_\_\_ DATE \_\_\_\_\_  
NO. \_\_\_\_ DATE \_\_\_\_\_ NO. \_\_\_\_ DATE \_\_\_\_\_

***(Include All Addenda  
Received)***

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**BID PACKAGE:** emPOWERment Park

**Note:** Please add bid totals below and unit pricing info in the Bid Summary documents

**1. BASE BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**BASE BID (in figures):**

\_\_\_\_\_

**2. ADD ALTERNATE # 1 BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**ADD ALTERNATE # 1 (in figures):**

\_\_\_\_\_

**3. ADD ALTERNATE # 2 BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**ADD ALTERNATE # 2 (in figures):**

\_\_\_\_\_

**4. ADD ALTERNATE # 3 BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**ADD ALTERNATE # 3 (in figures):**

\_\_\_\_\_

**5. ADD ALTERNATE # 4 BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**ADD ALTERNATE # 4 (in figures):**

\_\_\_\_\_

**6. ADD ALTERNATE # 5 BID (in words):**

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**ADD ALTERNATE # 5 (in figures):**

\_\_\_\_\_



---

Signed (Signature of Bidder)

---

Name of Bidding Firm

AGREEMENT

It is understood and agreed that if written notice of the Sacramento Parks Foundation 's acceptance of this proposal is delivered to the undersigned Bidder after the opening of the bid, and within the time set in Section 00010 or at any time thereafter before the bid is withdrawn, the undersigned Bidder will execute and deliver to the Sacramento Parks Foundation a contract in the form attached hereto in accordance with the bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a subsequent Notice to Proceed and shall be completed in the time specified by the Sacramento Parks Foundations. In the event the Bidder to whom an award is made fails or refuses to execute the Contract within ten (10) days from 10 the date of receiving notification that it is the Bidder to whom the Contract is awarded, the Sacramento Parks Foundation may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Contract.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

\_\_\_\_\_  
***Affix Corporate Seal Here***

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type/Print Name

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER 1 AND SUBMITTED WITH BID**

STATE OF \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

I, declare that I am of 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 or 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 to 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. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date] at \_\_\_\_\_ [county], California.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

LIST OF SUBCONTRACTORS FOR \_\_\_\_\_ (BIDDER)

PROJECT: emPOWERment Park

Pursuant to the provisions of Sections 4100 to 4114 inclusive of the California Public Contract Code, and as set forth in Instructions to Bidders, and the Sacramento County Standard Specifications 2016 edition, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

\_\_\_\_\_ We are not using any Subcontractors.

\_\_\_\_\_ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

<u>WORK TO BE PERFORMED</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>LICENSE NUMBER</u>	<u>LOCATION OF PLACE OF BUSINESS</u>

Signed \_\_\_\_\_

**END OF SECTION**

**Section 00300 - FORM OF CONTRACT**

**ARTICLE 1. AGREEMENT FOR CONSTRUCTION**

This contract is contingent upon the Sacramento Parks Foundation Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Sacramento Parks Foundation (hereinafter referred to as "Sacramento Parks Foundation"), and \_\_\_\_\_, an independent contractor (hereinafter referred to as "Contractor").

Sacramento Parks Foundation and Contractor hereby mutually agree as follows:

**Section 1 - SCOPE OF WORK.**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of Sacramento Parks Foundation, all work called for and, in the manner, designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the emPOWERment Park project.

**Section 2 - CONTRACT DOCUMENTS.**

The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Landscape Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, Preliminary Construction Schedule (by Contractor), the Contract Schedule, and the Sacramento County Standard Specifications 2016 edition.

**Section 3 - DEFINITIONS.**

Unless otherwise specifically provided herein, all words and phrases defined in the Sacramento County Standard Specifications 2016 edition shall have the same meaning and intent in this Agreement.

**Section 4 - CONTRACT AMOUNT.**

Sacramento Parks Foundation agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_, subject to adjustment as provided in the Contract Documents.

**Section 5 - MONTHLY PROGRESS PAYMENTS.**

Monthly progress payments shall be made in accordance with the Sacramento County Standard Specifications 2016 edition.

**Section 6 - FINAL PAYMENT.**

Final payment shall be made in accordance with the Sacramento County Standard Specifications 2016 edition.

**Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.**

When, under this provisions of the Contract Documents, Sacramento Parks Foundation shall charge any sum of money against Contractor, Sacramento Parks Foundation shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become

due to Contractor from Sacramento Parks Foundation. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay Sacramento Parks Foundation's charges against Contractor, Sacramento Parks Foundation shall have the right to recover the balance from Contractor or its sureties.

Section 8 - TIME OF COMPLETION.

The Work shall be commenced on the date specified in the Sacramento Parks Foundation's subsequent "Notice to Proceed," and shall be fully completed as described in the Contract Documents, not later than December 31, 2023 for construction and punch list completion notwithstanding any approved additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 - NO WAIVER OF REMEDIES.

Neither the inspection by Sacramento Parks Foundation or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by Sacramento Parks Foundation, nor any extensions of time, nor any position taken by Sacramento Parks Foundation or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to Sacramento Parks Foundation or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and Sacramento Parks Foundation shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against the Contractor in accordance with the Sacramento County Standard Specifications 2016 edition in the amount of **\$500**/per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon Sacramento Parks Foundation if the Contractor abandons the Work. In such event, Contractor shall be liable to Sacramento Parks Foundation for all losses incurred.

Section 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with Sacramento Parks Foundation, each made payable to Sacramento Parks Foundation. 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 Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performances of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any 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 Section 2819 of the Civil Code.

Section 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

“In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

Section 13 - ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of Sacramento Parks Foundation first obtained.

Section 14 - NO THIRD-PARTY BENEFICIARIES.

This Agreement is entered into solely between Sacramento Parks Foundation and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of Sacramento Parks Foundation in the same manner as if such parties had been expressly named herein.

Section 16 - AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 - GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.**

Client: The Sacramento Parks Foundation \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

(Corporate Seal) Contractor:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Business Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Contractor DIR Registration #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) \_\_\_\_\_  
Secretary



**Section 00400 – PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Sacramento Parks Foundation (the "Sacramento Parks Foundation ") has awarded to \_\_\_\_\_ as Principal a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, for the furnishing if all labor, materials, equipment, transportation and services for the construction of the emPOWERment Park Project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and

\_\_\_\_\_  
as Surety, are held and firmly bound unto the Sacramento Parks Foundation in the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the Sacramento Parks Foundation or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

4. Amounts owed by the Sacramento Parks Foundation to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the Sacramento Parks Foundation accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfying obligations of Principal and Surety under this Bond, subject to the Sacramento Parks Foundation's priority to use the funds for the completion of the Work or the satisfaction of the Sacramento Parks Foundation's claims, including liquidated damages, under the Contract.

5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Sacramento Parks Foundation rights against the other.

6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
(Name of Firm) (Name of Firm)

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

**Section 00410-PERFORMANCE BOND FORM**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the Sacramento Parks Foundation hereinafter referred to as "Sacramento Parks Foundation" and \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction the emPOWERment Park Project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and WHEREAS Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract.

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto Sacramento Parks Foundation and Claimants, as defined herein, in the penal sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Sacramento Parks Foundation for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 Sacramento Parks Foundation has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that Sacramento Parks Foundation has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract: and
  - 3.2 Sacramento Parks Foundation has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Sacramento Parks Foundation.
4. When Sacramento Parks Foundation has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

- 4.1 Arrange for Contractor, with consent of Sacramento Parks Foundation, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Sacramento Parks Foundation for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Sacramento Parks Foundation and the contractor selected with Sacramento Parks Foundation's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to Sacramento Parks Foundation the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by Sacramento Parks Foundation resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

After investigation, determine the amount for which it may be liable to Sacramento Parks Foundation and, as soon as practicable after the amount is determined, tender payment thereof to Sacramento Parks Foundation; or

Deny liability in whole or in part and notify Sacramento Parks Foundation citing specific reasons, therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which Sacramento Parks Foundation and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and Sacramento Parks Foundation refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Sacramento Parks Foundation shall be entitled to enforce any remedy available to Sacramento Parks Foundation.

6. After Sacramento Parks Foundation has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Sacramento Parks Foundation shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of Sacramento Parks Foundation to Surety shall not be greater than those of the Sacramento Parks Foundation under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by Sacramento Parks Foundation of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations.

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of Surety under Paragraph 4. and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Sacramento Parks Foundation or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Sacramento Parks Foundation or its heirs, executors, administrators or successors.

8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

10. Notice to Surety, Sacramento Parks Foundation or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

#### 11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by Sacramento Parks Foundation to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Sacramento Parks Foundation in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the Sacramento Parks Foundation and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

SURETY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's  
Power of Attorney must be attached

**Section 00420 - GUARANTEE FORM**

**{Print on Contractor/Subcontractors Letterhead}**

**ARTICLE 1. GUARANTEE FORM**

\_\_\_\_\_ [Contractor's Name] hereby unconditionally guarantees that the Work performed at emPOWERment Park has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the Sacramento Parks Foundation, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the Sacramento Parks Foundation's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the Sacramento Parks Foundation, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the Sacramento Parks Foundation of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated by the Sacramento Parks Foundation in writing. In the event it fails to so comply, Contractor does hereby authorize the Sacramento Parks Foundation to proceed to have such Work done at the Contractor's expense and it will pay the costs thereof upon demand. The Sacramento Parks Foundation shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration at least equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the Sacramento Parks Foundation, or its property or licensees, the Sacramento Parks Foundation may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the Sacramento Parks Foundation's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the Sacramento Parks Foundation's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

**END OF SECTION**