CITY COUNCIL

Kevin Johnson, Mayor
Angelique Ashby, Mayor Pro Tem, District 1
Allen Warren, Vice Mayor, District 2
Jeff Harris, District 3
Steve Hansen, District 4
Jay Schenirer, District 5
Eric Guerra, District 6
Rick Jennings, II, District 7
Larry Carr, District 8

CHARTER OFFICERS

James Sanchez, City Attorney
Shirley Concolino, City Clerk
John F. Shirey, City Manager
Russ Fehr, City Treasurer

City of SACRAMENTO

Agenda

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, November 17, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City's Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City's website and include all attachments and exhibits. "To Be Delivered" and "Supplemental" reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City's website at: http://portal.cityofsacramento.org/Clerk/Contract-Posting

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City's official website at http://sacramento.granicus.com/ViewPublisher.php?view_id=21 .

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

Notice to Lobbyists: When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing *(City Code 2.15.160).*

General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council.
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

AGENDA

Tuesday, November 17, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Roll Call

Pledge of Allegiance

Closed Session Report

Special Presentations/General Communications

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

A. Recognizing Runaway and Homeless Youth Month

Consent Calendar Estimated Time: 5 minutes

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

1. Contract for Legal Services for the 2035 General Plan Litigation

Report # 2015-00951

Location: Citywide

Recommendation: Pass a **Resolution**: 1) authorizing the City Manager to transfer $325,000 from the Development Services Fund (Fund 2016) to the General Plan Update project budget (I22400000) for litigation services; and 2) authorizing the City Attorney to execute a contract with Stoel Rives, LLP in an amount not to exceed $325,000 for litigation assistance with the lawsuit challenging the 2035 General Plan and associated Master Environmental Impact Report (MEIR).

Contact: Remi Mendoza, Associate Planner, (916) 808-5003, Community Development Department; Brett Witter, Supervising Deputy City Attorney, (916) 808-5346, Office of the City Attorney

2. **Agreement for Subscription, Citizen Access, Maintenance, and Support Services of CitizenServe**
Report # 2015-00940
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or designee to execute a professional services agreement with Online Solutions, LLC for subscription, Citizen Access, maintenance, and support services, for a three-year period, in an amount not-to-exceed $202,500.
Contact: Susanne Cook, Administrative Analyst, (916) 808-5375; Phong Nguyen, (916) 808-8148, Community Development Department

3. **(Pass for Publication) Ordinance Amending Title 17 Relating to Artificial Turf in Required Front-yard and Street Side-yard Setbacks (M15-008)**
Report # 2015-00964
Location: Citywide
Recommendation: 1) Review an Ordinance amending various sections in Title 17 of the Sacramento City Code relating to the use of artificial turf in required front and street side yard setbacks; and 2) pass for publication the Ordinance title as required by Sacramento City Charter Section 32(c) to be adopted on November 24, 2015.
Contact: Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

4. **(Pass for Publication) Ordinance Relating to State Mandated Water Efficient Landscape Requirements**
Report # 2015-01039
Location: Citywide
Recommendation: 1) Review an ordinance repealing and reenacting Chapter 15.92 in Title 15 of the Sacramento City Code relating to Water Efficient Landscape Requirements; and 2) pass for publication the ordinance title as required by City Charter section 32(c), with the ordinance to be considered for adoption on November 24, 2015.
Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

5. **Contract: 19th and Q Street Park Community Garden (L19011900)**
Report # 2015-00988
Location: District 4
Recommendation: Pass a Motion 1) approving the construction plans and specifications for 19th and Q Street Community Garden Park project (L19011900); 2) awarding the contract to PBM Construction for an amount not to exceed $216,589; 3) authorizing the City Manager or City Manager's designee to execute the contract with PBM Construction for an amount not to exceed $216,589.
Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

6. Contract: Mesa Grande Park and Playground Renovations (L19138500)
Report # 2015-00990
Location: District 7
Recommendation: Pass a Motion: 1) rejecting all bids received on July 29, 2015 for Mesa Grande Park and Playground Renovation (L19138500); 2) approving the construction plans and specifications for Mesa Grande Park and Playground Renovation Rebid (L19138500); 3) awarding the contract to Olympic Land Construction for an amount not to exceed $185,550; 4) authorizing the City Manager or City Manager's designee to execute the contract with Olympic Land Construction for an amount not to exceed $185,550;
Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

7. Agreement with the California Department of Education for START After School Education and Safety Program at Robla Elementary School District
Report # 2015-00992
Location: Multiple locations within and outside the City limits
Recommendation: Pass a **Resolution**: 1) authorizing the City Manager or his designee to execute an agreement with the State of California, Department of Education (CDE) to accept grant funding for the Sacramento START (Students Today Achieving Results for Tomorrow) After School Education and Safety Program at five elementary schools in the Robla Elementary School District in an amount not to exceed $560,250 during Fiscal Year (FY) 2015/16, and 2) authorizing the City Manager or his designee to adjust the operating revenue and expenditure budgets as necessary to implement the agreement.
Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis, Administrative Officer, (916) 808-8824, Department of Parks and Recreation

8. Supplemental Agreement No. 3: Contract 2014-0545 for the North Natomas Community Center/Aquatic Complex Feasibility Study
Report # 2015-01008
Location: District 1
Recommendation: Pass a **Resolution:** 1) authorizing the City Manager, or City Manager's designee, to enter into a Supplemental Agreement No. 3 for the North Natomas Community Center and Aquatic Complex Feasibility Study project with BCA Architects, Inc. (I19000900) in an amount not to exceed $21,130 for a total contract amount of $118,014; and 2) appropriating $21,130 from the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) to the North Natomas Community Center and Aquatic Complex Feasibility Study Project (I19000900).
Contact: Camille Wise, Resource Development Specialist, (916) 808-8830, Department of Parks and Recreation

9. Cooperative Purchase Agreements: Replacement Vehicles and Equipment
(Published for Review 11/05/2015)
Report # 2015-00930
Location: Citywide
Recommendation: Pass a Motion 1) approving the use of cooperative purchase agreements from the State of California and the National Joint Powers Alliance with various vendors for the purchase of sedans, vans, sport utility vehicles, trucks, and trailers in a total amount not to exceed $3,966,187 (as shown in Attachment 1) during the terms of each respective contract or until the contracts are no longer available for use; 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.
Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

10. Proposed Three-Hour Parking Restriction near Crocker Park
Report # 2015-00950
Location: East and west sides of 2nd Street between N Street and O Street, north side of O Street between 2nd Street and 3rd Street, and west side of 3rd Street between O Street and P Street, District 4
Recommendation: Pass a **Resolution** regulating parking on the east and west sides of 2nd Street between N Street and O Street, the north Side of O Street between 2nd Street and 3rd Street, and the west side of 3rd Street between O Street and P Street, with "Three Hour Parking 8:00 a.m. to 6:00 p.m. Excluding Sundays".
Contact: Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849; Department of Public Works

11. Cooperative Purchase Agreements: Replacement Fire Apparatus
(Published for Review 11/05/2015)
Report # 2015-00952
Location: Citywide
Recommendation: Pass a Motion 1) approving the use of the cooperative purchase agreement (Contract No. FS12-13) between the Houston-Galveston Area Council (HGAC) and: a) Siddons-Martin Emergency Group for the purchase of four brush trucks in an amount not to exceed $761,544; and b) Pierce Manufacturing, Inc. for the purchase of four pumper trucks in an amount not to exceed $2,465,012; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.
Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

12. Agreement: Parkview Phase 2 Subdivision (P00-022)
Report # 2015-00953
Location: District 1
Recommendation: Pass a Motion authorizing the City Manager to execute the Agreement to Construct Improvements with Natomas Gateway West, LLC. for the construction of public improvements.
Contact: Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

13. West Sacramento Parking Enforcement and Citation Management Services
Report # 2015-00954
Location: West Sacramento
Recommendation: Pass a Motion: 1) authorizing the Parking Services Division to provide patrol and citation services for the City of West Sacramento; 2) approving the Parking Enforcement and Citation Services Agreement with the City of West Sacramento to reimburse the services cost at a rate of 50% of the net amount of fines and penalties collected; and 3) authorizing the City Manager or his designee to execute the Parking Enforcement and Citation Management Services Agreement.
Contact: Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

14. Contract Supplement No. 2: Original Equipment Manufacturer Parts and Services
Report # 2015-00960
Location: Citywide
Recommendation: Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute Contract Supplement No. 2 to Contract No. 2010-1017 with Harrold Ford for original equipment manufacturer (OEM) parts and services: a) in an amount not to exceed $180,000 for a revised total contract amount not to exceed $1,648,800; and b) to extend the contract term through January 22, 2016; and 2) resetting the City Manager's authority to issue contract supplements
Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

15. Supplemental Agreement: Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200)
Report # 2015-00978
Location: District 2
Recommendation: Pass a **Resolution**: 1) authorizing the City Manager or his designee to execute Supplemental Agreement No. 10 to City Agreement No. 2011-1290 with Mark Thomas & Company, Inc. in an amount not to exceed $79,046; 2) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2011-1290; and 3) appropriating an additional $60,000 (Fund 2001) from the Major Street Improvements Project (T15168000) to the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200).
Contact: Philip Vulliet, Associate Civil Engineer, (916) 808-5092; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

16. Lease Agreements with Caltrans for Surface Parking Lots under the W/X Freeway
Report # 2015-00982
Location: Under the W/X Freeway from 6th Street to 23rd Street, Districts 4 and 5
Recommendation: Pass a Motion authorizing the City Manager to 1) enter into four, 10-year lease agreements with Caltrans for each of the following surface parking lots located under the W/X Freeway: 6th & 8th Streets, 20th & 21st Streets, 21st & 22nd Streets, and 22nd & 23rd Streets; and 2) amend City Agreement 2015-0647, the lease with Caltrans for the 18th & W surface parking lot, changing the monthly rent from a fixed monthly fee to a 50% share of gross revenue.
Contact: Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

17. Proposed Two-Hour Parking Restriction on a Section of Bercut Drive
Report # 2015-00983
Location: East side of Bercut Drive between Richards Boulevard and North 3rd Street, District 3
Recommendation: Pass a **Resolution** regulating parking on the east side of Bercut Drive between Richards Boulevard and North 3rd Street with "Two-Hour Parking 8:00 a.m. to 6:00 p.m. Excluding Sundays".
Contact: Matt Winkler, Operations General Supervisor, (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

18. Third Party Appeal: Curtis Park Village Fuel Center (P14-036) [Noticed 11/06/2015]
Report # 2015-00623 **Estimated Time: 90 minutes**
Location: District 5
Recommendation: Conduct a public hearing and upon conclusion pass 1) a **Resolution** Certifying the Addendum to a previously adopted EIR and Mitigation Monitoring Plan; and 2) a **Resolution** approving the Conditional Use Permit and Site Plan and Design Review to construct and operate a gas station on approximately 0.46 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development.
Contact: Antonio Ablog, Acting Senior Planner, (916) 808-7702; Lindsey Alagozian, Senior Planner, (916) 808-2659, Community Development

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending “receive and file”.

19. Funding for the Expansion of the St. John's Program for Real Change
Report # 2015-00977 **Estimated Time: 20 minutes**
Location: [redacted], District 6
Recommendation: Pass a **Resolution** conditionally committing $600,000 from FY2014/15 General Fund year-end results for the expansion of the St. John's Program for Real Change.
Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

Council Comments-Ideas, Questions and Meeting/Conference Reports

Adjournment

01

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00951

Title: Contract for Legal Services for the 2035 General Plan Litigation

Location: Citywide

Recommendation: Pass a Resolution: 1) authorizing the City Manager to transfer $325,000 from the Development Services Fund (Fund 2016) to the General Plan Update project budget (I22400000) for litigation services; and 2) authorizing the City Attorney to execute a contract with Stoel Rives, LLP in an amount not to exceed $325,000 for litigation assistance with the lawsuit challenging the 2035 General Plan and associated Master Environmental Impact Report (MEIR).

Contact: Remi Mendoza, Associate Planner, (916) 808-5003, Community Development Department; Brett Witter, Supervising Deputy City Attorney, (916) 808-5346, Office of the City Attorney

Presenter: None

Department: Community Development Dept
Division: Long Range Planning
Dept ID: 21001222
Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Legal Services Agreement

City Attorney Review

Approved as to Form
Brett Witter
11/9/2015 8:24:38 AM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/30/2015 4:13:00 PM

Description/Analysis

Issue Detail: Staff is seeking Council authorization for a legal services agreement with Stoel Rives, LLP in an amount not to exceed $325,000 for expenses associated with the 2035 General Plan lawsuit. The lawsuit brought by an unincorporated association, Citizens for Positive Growth and Preservation (CPGP), challenges City Council's March 3, 2015 approval of the 2035 General Plan and associated master environmental impact report (MEIR).

The City Attorney's Office maintains a pre-approved list of qualified outside counsel available to assist with litigation. Stoel Rives, LLP has been selected as the most qualified firm to strongly represent and defend the City's interest in this lawsuit. This contract amount will cover expenses incurred since the initiation of the lawsuit through and including any appeal of any decision of the trial court.

It is recommended that the Council authorize the City Manager to transfer $325,000 from the Development Services Fund (Fund 2016) fund balance to the General Plan Update project budget (I22400000), and authorize the City Attorney to enter into a contract for legal services with Stoel Rives, LLP in an amount not-to-exceed $325,000. These services are described in detail in Attachment 4 to this report.

Policy Considerations: The funding is required to obtain representation and defense of the City in this litigation.

Economic Impacts: Not applicable.

Environmental Considerations: Contracting for outside legal services is an administrative activity that will not result in direct or indirect physical changes in the environment, and is not a project subject to CEQA review. CEQA Guidelines section 15378(b)(5).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: A lawsuit was filed regarding the Council's March 3, 2015 approval of the 2035 General Plan and certification of the Master Environmental Impact Report (MEIR). Funding is required for payment to the City's outside legal counsel for expenses associated with representing and defending the City of Sacramento in the lawsuit.

Financial Considerations: Staff is seeking Council approval for the transfer of $325,000 from the Development Service Fund (Fund 2016) fund balance to the General Plan Update project budget (I22400000) for litigation services. There will be no additional impact to the General Fund.

Local Business Enterprise (LBE): Not applicable.

Background

On March 3, 2015, Council adopted the 2035 General Plan and certified the associated Master Environmental Impact Report. In April 2015, the petitioners filed an action challenging the City Council's approval of the 2035 General Plan and certification of the Master Environmental Impact Report.

The City Attorney's Office maintains a pre-approved list of qualified outside counsel available to assist with litigation. In order to assist with the City's defense, the City has selected the law firm of Stoel Rives, LLP, to represent the City in this case. Since June, the parties have been working through a challenging process to certify the administrative record. The work on the case has also included court filings and hearings.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

AUTHORIZING A BUDGET TRANSFER FOR LEGAL EXPENSES AND AUTHORIZING A LEGAL SERVICES AGREEMENT FOR THE CITY'S DEFENSE IN ONGOING LITIGATION RELATED TO THE 2035 GENERAL PLAN

A. On March 3, 2015, the City Council approved the 2035 General Plan and certified the associated Master Environmental Impact Report.

B. In April 2015, an unincorporated association filed suit against the City challenging the Council's approval of the 2035 General Plan and Master Environmental Impact Report.

C. There has been considerable expense associated with the preparation of the administrative record and the litigation is ongoing.

D. In order to provide for the defense of the City, outside legal expertise is required and funding is necessary to cover current and future anticipated expenses.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to transfer $325,000 from the Development Services Fund (Fund 2016) fund balance to the General Plan Update project budget (I22400000).

Section 2. The City Attorney is authorized to execute a legal services agreement with Stoel Rives, LLP, for the litigation captioned *Citizens for Positive Growth and Preservation v. City of Sacramento et al.,* in an amount not-to-exceed $325,000.

CITY OF SACRAMENTO

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of June ___, 2015, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, California 95814
Attn: Timothy M. Taylor, Partner
Phone: (916) 447-0700
Fax: (916) 447-4781

("ATTORNEY"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, ATTORNEY shall provide to CITY the services described in Exhibit A. ATTORNEY shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) ATTORNEY notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) ATTORNEY estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

2. **Fees and Costs.** CITY shall compensate ATTORNEY for legal services rendered at the hourly billing rates set forth in Exhibit B.

3. **General Provisions.** The General Provisions set forth in Exhibit C are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by ATTORNEY and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

4. **CITY Representative.** The CITY Representative(s) specified in Exhibit A, or the Representative's designee, shall administer this Agreement for CITY.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. ATTORNEY is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for ATTORNEY hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of ATTORNEY and to bind ATTORNEY to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: James Sanchez

Title: City Attorney

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - General Provisions
Exhibit D - Non-Discrimination in Employee Benefits

ATTORNEY:

By: _____
Stoel Rives, LLP

Timothy M. Taylor
Print Name

93-0408771
Federal I.D. No.

_____
State I.D. No.

_____
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
__X__ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify:* _____)

_____
Signature of Authorized Person

Partner
Title

_____
Additional Signature *(if required)*

_____
Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of ATTORNEY: Timothy M. Taylor, Partner, Stoel Rives LLP

Address: 500 Capitol Mall, Suite 1600, Sacramento, CA 95814

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") and attached as Exhibit D to my City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the AOrdinance@).

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

   c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

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

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

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

Signature of Authorized Representative

November 5, 2015
Date

Timothy M. Taylor
Print Name

Partner
Title

EXHIBIT A

ATTORNEY AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative(s) for this Agreement is:

Brett Witter, Supervising Deputy City Attorney
City of Sacramento
915 I Street, 4th Floor
Sacramento, CA 95814
Phone: (916) 808-5346
Fax: (916) 808-7455
E-mail: bwitter@cityofsacramento.org

All ATTORNEY questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The ATTORNEY Representative for this Agreement is:

Timothy M. Taylor, Partner
Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, California 95814
Phone: (916) 447-0700
Fax: (916) 447-4781
E-mail: tim.taylor@stoel.com

All CITY questions pertaining to this Agreement shall be referred to the ATTORNEY Representative. All correspondence to ATTORNEY shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to CITY, and Notices to CITY shall be addressed to the CITY Representative.

2. Scope of Services.

As directed by the City Attorney or the CITY Representative, ATTORNEY shall represent and defend the City of Sacramento in the litigation captioned *Citizens for Positive Growth and Preservation v. City of Sacramento et al.*, Sacramento Superior Court Case No. 34-2015-80002058, through to judgment in the trial court.

ATTORNEY shall perform this work primarily through the following persons: Timothy M. Taylor, Kristen T. Castanos, and Juliet Cho.

3. **Time of Performance.** This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided in Exhibit C.

4. **Reporting – Litigation.**

A. ATTORNEY shall provide CITY with a preliminary status report and evaluation within thirty (30) days which shall include an evaluation of the factual and legal issues for the matter. In this preliminary report, ATTORNEY shall will also make recommendations for discovery and any needed investigation, and provide an estimate of total anticipated legal costs and fees for the handling of this matter, as described in Exhibit B, paragraph four.

B. ATTORNEY shall provide to the CITY representative an electronic version of all pleadings, motions, and discovery documents filed or propounded by ATTORNEY in this case in a Microsoft Word or WordPerfect format compatible with that used by the City Attorney's office.

C. In the event that ATTORNEY's handling of the above-designated matter exceeds a period of twenty-four (24) months, ATTORNEY shall, in addition to providing regular status reports to CITY, also report directly to the CITY representative on an annual basis and no later than June 30th of each year, setting forth in detail the status of the matter, and ATTORNEY's plan for further handling of the matter, and the estimated length of time to conclude the matter.

EXHIBIT B

LEGAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **ATTORNEY'S Compensation.** CITY shall compensate ATTORNEY for legal services rendered at an hourly billing rate of Four Hundred Dollars ($400), to be billed in tenths of an hour. All office, travel, discovery, hearing, trial or other time shall be charged at this rate. CITY shall not be charged for services that are strictly of a clerical, administrative or secretarial nature, such as scheduling, calendaring or word processing. The total of all fees paid to ATTORNEY for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of Three Hundred Twenty-Five Thousand Dollars ($325,000.00) (Charged to 2015 GP Litigation budget (I22400000)

   Such compensation shall be the sole and total remuneration for the rendition of services under this Agreement.

2. **ATTORNEY'S Reimbursable Expenses.** CITY shall reimburse ATTORNEY for the actual, reasonable and necessary expense of travel out of the Sacramento metropolitan area, approved in advance, at $0.57 per mile. ATTORNEY will not charge CITY for the cost of telephone calls or photocopying. Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by ATTORNEY and reimbursed by CITY. Expert consultants and witnesses may be retained by ATTORNEY on terms acceptable to CITY, approved in advance, in which case CITY shall reimburse ATTORNEY or pay such consultants or experts directly.

3. **Billing.**

   A. Legal billings shall be submitted to CITY every sixty (60) days unless otherwise advised.

   B. Each task shall be distinctly and completely identified; the City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.

   C. Costs under $500.00 shall be paid by ATTORNEYS and submitted with their normal billing.

   D. CITY reserves the right to audit all invoices.

   E. Payments to ATTORNEY shall be made within a reasonable time after receipt of ATTORNEY'S invoice. ATTORNEY may request, but CITY is under no obligation to approve, payment on a monthly basis. ATTORNEY shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

F. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:

(1) CITY expects each individual working on the matter for which ATTORNEYS were retained to have the necessary experience to perform the services required to protect or pursue CITY'S interests in the matter in a cost effective manner.

(2) CITY expects ATTORNEYS to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by the City based on rate adjustments for the appropriate level of personnel.

(3) CITY will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. CITY will pay the hourly rate for specific legal research which is unique to the matter, assuming that ATTORNEYS have used maximum efficiencies and that ATTORNEYS have not already performed research in the same or similar areas of law.

(4) CITY acknowledges the benefit of communications between attorneys in the firm. CITY does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. CITY will not pay for conferences which are supervisorial or instructional. Any invoice which lists an intra-office conference that exceeds these guidelines must contain a full explanation and is subject to reduction by CITY. CITY will not pay for "team meetings" and CITY will scrutinize all intra-office conferences for "value added" to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in CITY'S sole discretion, determine if such value has been added.

(5) CITY will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, photocopying, conferences with Clerks of court or court reporters, proofreading, re-drafting due to substandard work, time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by CITY in advance, or opening, organizing or closing files.

(6) Vague billing which does not contain sufficient information to allow City's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by CITY.

(7) CITY will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

4. Budget.

A. Within ten (10) days, ATTORNEY shall provide CITY with a proposed budget for the services to be rendered pursuant to this Agreement. The budget shall include all projected fees and costs to be incurred by ATTORNEY and necessary for completion of the services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that will be performing the task. Any deviation from the budget in excess of ten percent (10%) must be approved in advance by the City Attorney or designee. CITY shall not be responsible for any billings that exceed that deviation without prior approval.

B. Should it become reasonably apparent to ATTORNEYS that the actual billings will exceed ATTORNEYS' initial estimate of anticipated legal costs and fees, ATTORNEYS shall immediately notify the CITY thereof in advance and shall submit a revised written estimate for CITY's approval.

EXHIBIT C
LEGAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that ATTORNEY (including ATTORNEY's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ATTORNEY nor ATTORNEY'S assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to ATTORNEY under the provisions of this Agreement, and ATTORNEY shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, ATTORNEY hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of ATTORNEY'S employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.

B. It is further understood and agreed by the parties hereto that ATTORNEY, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by ATTORNEY for accomplishing such results. To the extent that ATTORNEY obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the ATTORNEY's sole discretion based on the ATTORNEY's determination that such use will promote ATTORNEY'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that ATTORNEY use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by ATTORNEY, such persons shall be entirely and exclusively under the direction, supervision, and control of ATTORNEY. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by ATTORNEY. It is further understood and agreed that ATTORNEY shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of ATTORNEY'S assigned personnel and subcontractors.

2. **Licenses; Permits, Etc.** ATTORNEY represents and warrants that ATTORNEY has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for ATTORNEY to practice its profession or provide any services under the Agreement. ATTORNEY represents and warrants that

ATTORNEY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for ATTORNEY to practice its profession or provide such Services. Without limiting the generality of the foregoing, if ATTORNEY is an out-of-state corporation, ATTORNEY warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Conflicts of Interest.** ATTORNEY represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with ATTORNEY'S performance of this Agreement, and that no such conflict of interest exists. ATTORNEY shall indemnify and hold harmless CITY from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. ATTORNEY agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

4. **Confidentiality of CITY Information.** ATTORNEY understands and agrees that during the course performing the services required by this agreement, or in contemplation thereof, ATTORNEYS may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. ATTORNEYS agree that all information disclosed by CITY to ATTORNEYS shall be held in confidence and used only in performance of the services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

5. **Suspension and Termination.**

   A. CITY shall have the right at any time to temporarily suspend ATTORNEY'S performance hereunder, in whole or in part, by giving a written notice of suspension to ATTORNEY. If CITY gives such notice of suspension, ATTORNEY shall immediately suspend its activities under this Agreement, as specified in such notice.

   B. CITY reserves the right to discharge ATTORNEY and terminate this Agreement at any time. In the event of such discharge or termination, CITY shall compensate ATTORNEY for services rendered and expenses necessarily incurred up to and including the date of discharge and expenses unavoidably incurred by ATTORNEY thereafter.

   C. ATTORNEY may terminate this Agreement at any time by giving to CITY Attorney not less than thirty (30) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination.

   D. This Agreement is personal to ATTORNEY and any attempted assignment including by successors or assigns, shall be void, unless approved in writing by CITY.

   E. Upon any termination, ATTORNEY shall immediately return to CITY the file and all materials owned by CITY and cooperate fully in necessary completion and filing of any

necessary Substitution of Attorney documents.

6. **Indemnity.**

A. Indemnity: ATTORNEY shall fully indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of ATTORNEY, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the ATTORNEY, and whether or not such Liabilities are litigated, settled or reduced to judgment.

B. Obligation to Defend: ATTORNEY shall, upon CITY'S request, defend at ATTORNEY's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of ATTORNEY, its sub-ATTORNEYs, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

C. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY'S rights under this section, nor shall the limits of such insurance limit the liability of ATTORNEY hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of CITY Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Publicity.** If any publicity is generated by the subject matter of this representation, ATTORNEYS will consult with CITY before making any statement to any media outlet (whether radio, print or television) about the content and timing of such statement.

8. **Insurance Requirements.** During the entire term of this Agreement, ATTORNEY shall maintain the following insurance:

A. Minimum Scope of Insurance: Coverage should be at least as broad as:

(1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);

(2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

(3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

(4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance: ATTORNEY shall maintain limits no less than:

(1) Commercial General Liability; $1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.

(2) Automobile Liability: $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

(3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

(4) Professional Liability (Errors and Omissions): $2,000,000 combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages:

(a) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name CITY, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that ATTORNEY's insurance shall be primary and any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of ATTORNEY'S insurance and shall not contribute with it.

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

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

(2) All Coverages:

(a) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CITY. In addition, ATTORNEY agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to CITY and CITY approves the reduction in coverage or limits. ATTORNEY further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

(b) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. ATTORNEYS shall furnish CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY's execution of this Agreement.

E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

F. Verification of Coverage: ATTORNEY shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by CITY. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.

G. Payment Withhold: CITY shall withhold payments to ATTORNEY if the certificates of insurance and endorsements required in this section are canceled or ATTORNEY otherwise ceases to be insured as required herein.

9. Disqualification of Judges. At the option of the City Attorney, judges may be disqualified from hearing CITY litigation, and ATTORNEY shall adhere to such decision of the City Attorney. In the event that ATTORNEY is of the opinion that a judge ought to be disqualified, the City Attorney must be consulted in advance by ATTORNEY, and ATTORNEY must obtain the City Attorney's written consent to such disqualification.

10. Equal Employment Opportunity. During the performance of this Agreement, ATTORNEY, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: ATTORNEY shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."

B. Nondiscrimination: ATTORNEY, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. ATTORNEY shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by ATTORNEY for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by ATTORNEY of ATTORNEY'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: ATTORNEY shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ATTORNEY is in the exclusive possession of another who fails or refuses to furnish this information, ATTORNEY shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by ATTORNEY with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to ATTORNEY under this Agreement until ATTORNEY complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: ATTORNEY shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. ATTORNEY shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ATTORNEY becomes

involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ATTORNEY may request CITY to enter such litigation to protect the interests of CITY.

11. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by ATTORNEY, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

12. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by ATTORNEY, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

14. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

15. **Attorney's Fees.** In any action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees.

16. **Assignment Prohibited.** The expertise and experience of ATTORNEY are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Agreement. In recognition of this interest, ATTORNEY shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY'S written consent shall be void and of no effect.

EXHIBIT D

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street

construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

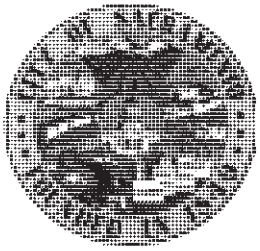
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "1."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "2."

Attachment 1



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment 2

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

O Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

02

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00940

Title: Agreement for Subscription, Citizen Access, Maintenance, and Support Services of CitizenServe

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or designee to execute a professional services agreement with Online Solutions, LLC for subscription, Citizen Access, maintenance, and support services, for a three-year period, in an amount not-to-exceed $202,500.

Contact: Susanne Cook, Administrative Analyst, (916) 808-5375; Phong Nguyen, (916) 808-8148, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Administrative Services

Dept ID:

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Paul Gale
11/9/2015 8:05:03 AM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/30/2015 3:50:25 PM

Description/Analysis

Issue Detail: The Community Development Department (CDD) has an ongoing need for electronic case management to track code enforcement complaints and the lifespan of each case within the City. The current agreement is set to expire on November 30, 2015. This report requests suspension of competitive bidding and approval of a three year Professional Services Agreement with Online Solutions, LLC to continue subscription, Citizen Access, maintenance, and support services of CitizenServe.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.64 – Contracts for Professional Services, and Administrative Policy-4102 – Procurement of Professional Services. The continued contracting with Online Solutions, LLC allows CDD to continue to monitor and manage code enforcement cases electronically without interruptions that could occur with a new system.

Economic Impacts: None.

Environmental Considerations: The Environmental Planning Services Manager has determined that this action is not a Project per Section 15061(b)(3) of the California Environmental Quality Act (CEQA). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Online Solutions, LLC is the current, primary software provider of the code enforcement electronic case management system for the City. This case management system becomes necessary when a property is not in compliance with City Code and requires the property to be monitored until a solution for the violation(s) is(are) attained. It is critical that this service be continued to address the nuisances and unsafe conditions created when properties are not in compliance with City codes and standards as well as other related laws. The Director of CDD has approved the sole source procurement method with Online Solutions, LLC without conducting a formal solicitation process because the design and setup for the City's Rental Housing Inspection Program (RHIP) is very unique, and CitizenServe allows CDD to streamline and operate the RHIP in a specific manner and have capabilities, which the other applications do not. These capabilities include barcode generation and recognition, batch scheduling of inspections with parameters, ability to edit and customize letters, batch letter generation process, and generate fees to import into the revenue system.

Financial Considerations: Funding for this contract will be provided by CDD's General Fund operating budget. There is sufficient funding available in the operating budget to support the projected expenditures for Fiscal Year 2015/2016; other fiscal years will be budgeted based on available funding. The three-year contract will be billed annually and thus the number of users will be revisited, should that number change it will be reflected in that year's annual expenditure.

Vendor	Annual Expenditures			
	Year 1	Year 2	Year 3	Total
Online Solutions, LLC	$67,500	$67,500	$67,500	$202,500

Local Business Enterprise (LBE): Online Solutions, LLC is not an LBE.

BACKGROUND

In the early 2000's, the Code Enforcement Department was seeking to replace CityCode, the case management system for all Code Enforcement activities. In 2004, the Department went through an extensive search and bid process to eventually obtain the services of Online Solutions, LLC through the CitizenServe application. Since 2005, the Department, which is now the Community Development Department, has been utilizing the CitizenServe application by Online Solutions, LLC for all case management tracking.

CitizenServe allows for electronic case management, and moves the department toward the direction of being paperless, as well as allowing the code officers and inspectors to be more efficient and handle more cases by being able to work in the field.

In 2012, a good faith review of available sources was conducted. In the review it was determined that no other source of service will be suitable or acceptable to meet the need for electronic case management besides CitizenServe. A significant amount of resources and staff training have been expended on developing the system, thus making the consequences of transitioning to a new system very cost prohibitive. The contract was then sole-sourced for three years, ending on November 30, 2015. Online Solutions, LLC continues to consistently provide an electronic case management system to efficiently meet the demands of the Department's business processes and provide solutions to continue moving code enforcement activities toward being paperless.

Summary of Prior CitizenServe Contracts

Contract	Contract Amount	Citizens' Access/ Year	Initial Set-up Cost & Training/Year	# of Users	Annual $/User
2004-0842	$38,000	$1,500	$11,660	30	$69.00
2004-0842-1	$58,400	$1,500	$3,500	89	$50.00
2006-1507	$61,100	$1,500	$8,000	86	$50.00
2007-294	$56,700	$1,500	N/A	92	$50.00
2008-1160	$65,700	$1,500	N/A	107	$50.00
2009-1016	$63,300	$1,500	N/A	103	$50.00
2010-1048	$61,500	$1,500	N/A	100	$50.00
2011-1273	$69,300	$1,500	N/A	113	$50.00
2012-0942	$191,700	$1,500	N/A	104	$50.00
2012-0942-1	$197,400	N/A	N/A	104	$50.00

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:**

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Professional Services **PO Type:** **Non-Comp-Prof Service** **$ Not to Exceed: $ 202,500.00**	**Attachment: Original No.:** **Original Doc Number:**
Other Party: Online Solutions, LLC	**Certified Copies of Document:**
Project Name: CitizenServe	**Deed:** ☐None ☐ Included ☐Separate
Project Number: Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Community Development Division: Code

Project Mgr: Phong Nguyen Supervisor: Phong Nguyen

Contract Services: Susanne Cook Date:9/22/15 Division Mgr: Carl Simpson

Phone Number: 916-808-5375 Org Number: 21001313

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	QT	9/22/15
Accounting:	TRL	9/22/15
Contract Services:	SC	9/28/15
Supervisor:	QT	9/22/15
Division Manager:	CS	9/29/15

City Attorney	Signature or Initial	Date
City Attorney:	P.S.	10-6-15

☐ **Send Interoffice Mail** ☒ **Notify for Pick Up**

Authorization	Signature or Initial	Date
Choose Director Department Director:	PCD	10/9/15
City Mgr: yes ☐ No ☐		

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

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

PROJECT #:

PROJECT NAME: CitizenServe

DEPARTMENT: Community Development

DIVISION: Administration

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Online Solutions, LLC
Attn: Julie Garvey
1101 E. Warner Road, Suite 160
Tempe, AZ 85281
1-800-325-9818/julieg@citizenserve.com

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

---

* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: RYAN DEVORE

Title: DIRECTOR OF COMMUNITY DEVELOPMENT

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Online Solutions, LLC
NAME OF FIRM

57-1152874
Federal I.D. No.

5691050 2
State I.D. No.

137237
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
✓ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Julie Garvey, Director
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Online Solutions, LLC

Address: 1101 E. Warner Road, Suite 160, Tempe, AZ 85281

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

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

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

9/18/2015
Date

Julie Garvey
Print Name

Director
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:
Susanne Cook, Administrative Analyst
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
(916) 808-5375/scook@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:
Online Solutions, LLC/Attn: Julie Garvey
1101 E. Warner Road, Suite 160
Tempe, AZ 85281
1-800-325-9818/julieg@citizenserve.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes ✓ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance.

The services described herein shall be provided during the period of December 1, 2015 through November 30, 2018.

Attachment 1 to Exhibit A

Citizenserve Scope of Work

Maintain and support internet based software used for code enforcement and case management by 110 city staff members.

Maintain and support for custom citizen access software.

Provide and maintain disaster recovery and high availability system with data backups, physical and internet security, and regional system redundancy.

Additional services and processes supported include providing once a month update of parcel data, import scanned documents daily, upload data backup without documents once a month and upload data backup with documents, transaction log files once a week.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 202,500.00 .

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

CDD-Accounting
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
(916) 808-6515/CDD-Accounting@cityofsacramento.org

Attn: CDD Accounting

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

BILLABLE RATES

Service	Rate	Units	Annual Cost
User Subscription	$50.00 per month	110	$66,000.00
Support and Maintenance	Included with user subscription		
Citizen Access Pages	$1500 per year	1	$1,500.00
		Total	$67,500.00

BILLING SCHEDULE

December 1, 2015	$67,500.00
December 1, 2016	$67,500.00
December 1, 2017	$67,500.00

Annual billing amount will be adjusted by the total number of users for the invoiced period.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is _____ Is not ✓ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by

an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable
provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

O Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Client#: 1178472 ONLINSOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2015

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

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

PRODUCER
USI Insurance Services LLC
2375 E Camelback Rd #250
Phoenix, AZ 85016
800 688-7472

CONTACT NAME: Sarah Armenta
PHONE (A/C, No, Ext): 602-749-4122 FAX (A/C, No):
E-MAIL ADDRESS: phx.certificates@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co.	29424
INSURER B: Hartford Underwriters Insurance	30104
INSURER C: Beazley Insurance Company, Inc.	37540
INSURER D: Allied World Assurance Company	19489
INSURER E:	
INSURER F: USI CA License #0351162	

INSURED
Online Solutions LLC
1101 E Warner Rd #160
Tempe, AZ 85284

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			59SBABW4215	02/03/2015	02/03/2016	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			59SBABW4215	02/03/2015	02/03/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WECTS8514	06/26/2015	06/26/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional			V11583150501	02/03/2015	02/03/2016	1M/2M - $2500Ded	
D	Internet/Cyb			03088089	01/30/2015	01/30/2016	1,000,000 - $1000 Ded	

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

The general liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder (The City of Sacramento, its officials, employees & volunteers are an additional insured-owners, lessees or contractors) only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The general liability policy(s) contains a special endorsement with "Primary and Noncontributory" wording, when (See Attached Descriptions)

CERTIFICATE HOLDER

City of Sacramento
c/o EBIX RCS
Po Box 257 Ref# 106-Z327560
Portland, MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William M. Rhodes

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DESCRIPTIONS (Continued from Page 1)

required by written contract. The general liability and workers compensation policy(s) provides a Waiver of Subrogation when required by written contract.

Policy# 59SBABW4215

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

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A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

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

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B. –** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

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

c. **Liquor Liability**

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

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

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

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. **Pollution**

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

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

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

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

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

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

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

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

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

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

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

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

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

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

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

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

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g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

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

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. **Personal And Advertising Injury**

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by your with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**
   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**
   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**
   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**
   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**
   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**
   Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**
   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

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

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

   (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

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

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

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

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

5. **Separation Of Insureds**

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

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;

      (2) Those statements are based upon representations you made to us; and

      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

   b. **Excess Insurance**

      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

      (1) **Your Work**

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

      (2) **Premises Rented To You**

      That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

      (3) **Tenant Liability**

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

      (4) **Aircraft, Auto Or Watercraft**

      If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

      (5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

      If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. **Additional Insured – Vendors**

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. **Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;

      (2) Television;

      (3) Billboard;

      (4) Magazine;

      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

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

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person

This Paragraph **h.** does not apply in the States of Nebraska and Kansas.

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

19. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

EXTENDED OPTIONS

1. **Employers' Liability Insurance**

   Item 3.B. of the **Information Page** is replaced by the following:

   B. Employers' Liability Insurance:

   1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

      The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	**$500,000**	**Each Accident**
Bodily Injury by Disease	**$500,000**	**Policy Limit**
Bodily Injury by Disease	**$500,000**	**Each Employee**

   OR

   2. The amount shown in the Information Page.

   This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

   In this provision the limits are changed from **$500,000** to **$1,000,000** in California.

2. **Unintentional Failure to Disclose Hazards**

   If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. **Waiver of Our Right To Recover From Others**

   A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

   This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

   B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. **Foreign Voluntary Compensation and Employers' Liability Reimbursement**

   A. How This Reimbursement Applies

   This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must be sustained by an officer or employee.
   2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
   3. Bodily injury by accident must occur during the policy period.
   4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

   B. We Will Reimburse

   We will reimburse you for all amounts paid by you whether such amounts are:

   1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
   2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

   C. Exclusions

   This insurance does not cover:

   1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
   2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
   3. bodily injury intentionally caused or aggravated by you.

03

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00964

Title: (Pass for Publication) Ordinance Amending Title 17 Relating to Artificial Turf in Required Front-yard and Street Side-yard Setbacks (M15-008)

Location: Citywide

Recommendation: 1) Review an Ordinance amending various sections in Title 17 of the Sacramento City Code relating to the use of artificial turf in required front and street side yard setbacks; and 2) pass for publication the Ordinance title as required by Sacramento City Charter Section 32(c) to be adopted on November 24, 2015.

Contact: Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

Presenter: Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

Department: Community Development Dept
Division: Zoning
Dept ID: 21001224
Attachments:
1-Description/Analysis
2-Background
3-Artificial Turf Measurement
4-Artificial Turf Installation
5-AB1164 Approved 10.9.15
6-Ordinance Clean
7-Ordinance Redline
8-Alternative Ordinance Clean
9-Alternative Ordinance Redline

City Attorney Review

Approved as to Form
Paul Gale
11/9/2015 9:06:54 AM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/30/2015 3:49:47 PM

Description/Analysis

Issue Detail: The State of California is currently experiencing a period of serious drought conditions. Both the state and the City have enacted various water conservation measures over the past several years. In keeping with the concept of having an attractive lawn area while also conserving water, several city residents and Councilmembers have inquired as to whether or not artificial turf is permitted to be installed in landscaped areas. On April 14, 2015, the City Council, at the request of Councilmember Harris, asked the City Manager to have his staff investigate the use of artificial turf for private development.

Policy Considerations: The City's ongoing drought mitigation actions are consistent with Article XI (Outdoor Water Conservation) of Chapter 13.04 of the City Code.

Economic Impacts: Not applicable.

Environmental Considerations: The adoption of the ordinance would have no significant effect on the environment and is exempt pursuant to the California Environmental Quality Act Guidelines section 15061(b)(3).

Sustainability: The proposed ordinance amendment would assist in the implementation of the City's Water Shortage Contingency Plan which supports the City's sustainability goals of reducing greenhouse gases and conserving resources.

Commission/Committee Action: The City's Law and Legislation Committee reviewed the proposed ordinance at their June 9, 2015, committee meeting. They voted to forward the ordinance to the Planning and Design Commission for public hearing and asked staff to investigate some of the regulations of neighboring jurisdictions to see if they permitted the use of artificial turf and further investigate the pros and cons of the use of artificial turf.

On August 13, 2015, the Planning and Design Commission reviewed the proposed ordinance. The commission had some concerns regarding the use of the product, including its permeability, durability, and the overall combination of the use of non-living products, such as pavement and artificial turf, in the setback areas. The commission formed a subcommittee of two commissioners to review the draft ordinance and return recommendations to the commission. On October 22, 2015, the commission, by a vote of 12 ayes and 1 absent voted to forward the item to the City Council with four recommendations, including amendments to the proposed ordinance. These recommendations are detailed in the attached Background.

Rationale for Recommendation: Clarifying the Planning and Development Code's landscaping regulations and allowing for the use of artificial turf will assist city residents in conserving water while also allowing for aesthetically pleasing landscaped areas.

Financial Considerations: Not applicable.

Local Business Enterprise (LBE): Not applicable.

Background

On January 14, 2014, the Sacramento City Council adopted Resolution 2014-0018 declaring a water shortage and implementing Stage Two of the City's Sacramento Water Shortage Contingency Plan. Entering a fourth year of extraordinary drought, on April 1, 2015, the Governor issued an Executive Order requiring a mandatory overall water reduction of 25 percent in California cities and towns. In particular, the City of Sacramento is mandated to reduce usage by 28 percent. During this period, city residents have been limited to watering outdoors to two days a week (one day a week November through March 12th) and have been encouraged to install drip irrigation and drought tolerant plants in landscaped areas. Additionally, the City has added staff to cite those wasting water and to help homeowners and businesses reduce their overall usage.

In this time of drought people have become interested in investigating the use of artificial turf in the place of live grasses in the landscaped areas of their property. Title 17.612.010 of the Planning and Development Code discusses landscaping requirements in setback areas for residential and non-residential uses. Currently the code requires living vegetation and specifically prohibits the use of artificial turf in required front-yard and required street side-yard landscaped setback area. The code, however, is silent and does not prohibit the use of artificial turf in other yard areas. In order to allow the use of artificial turf as a landscape material in required front-yards and street side-yards, an amendment to Title 17 is required.

The code has not always prohibited artificial turf in required yard areas. From 1964 to 1984, the code focused primarily on the amount of pavement in required setback areas and indicated that, except for approved off-street parking areas, every minimum front-yard and street side-yard setback area would be landscaped and maintained primarily with low ground cover, not paving, rocks, or gravel. In 1984, the code clarified that a maximum of 40 percent of the yard area could be paved; the remaining area was to be "landscaped, irrigated and maintained" and that "only living vegetation may be used as ground cover." The 1999 Zoning Code update increased the allowed paved area to 50% so walkways and patios could be incorporated into required setback areas and added the words "ground cover or turf." In 2007, as part of the amendments to the code to address whether or not vegetables and could be grown in required front setbacks, Title 17 became very specific as to what could or could not be used for landscaping in the required front-yard and street side-yard setback areas. The purpose of these amendments were to provide for flexibility on what could be grown in required landscape setback areas, while still achieving aesthetically pleasing landscapes. At that

time “artificial turf” was listed as a product that could not be used as the primary ground cover in these areas along with plastic plants and flowers.

One of the primary reasons artificial turf was prohibited in required landscape areas was aesthetic. Previously the use of artificial turf was seen as a material that was installed on golf courses and athletic fields and not residential front lawns. The first generation of turf introduced in the 1960s was made of short-pile plastic fibers. However, the product has improved significantly in appearance, including increased pile height. The turf introduced in the late 1990s is infilled with a sand or crumb rubber that keeps the plastic fibers upright and provides shock absorption similar to that of natural grass. Because of its improved appearance, durability, drainage, and low maintenance requirements, the use of artificial turf has moved from beyond athletic fields to residential lawns and landscaped areas. Staff finds that a 1.5” to 1.75” height allows for a more dense/plush looking lawn, however, pile height also comes in 1.25” height, which is still acceptable and often preferred by pet owners as it is easier to maintain. Staff has attached exhibits indicating how turf height is measured and on installation considerations and techniques.

Staff research indicates that there are, however, reasons why people would not want to use artificial turf in their yards. The tire rubber crumbs used in turf can heat up and emit an unpleasant smell in direct sunlight. The surface temperature of the turf itself can also be elevated in direct sunlight as compared to natural grass. Manufacturing of the turf does include consumption of raw materials and energy as opposed to natural sod. In addition, when it is worn out artificial turf would also need to be disposed of in a landfill rather than as yard waste. Artificial turf is also more expensive to install than turf.

Staff surveyed several jurisdictions in the immediate area regarding the use of artificial turf in yards areas.

Citrus Heights:	Permitted
Elk Grove:	Permitted as long as it adequately drains water runoff into the soil.
Rancho Cordova:	Allows pervious landscape materials; Planning Director has determined artificial turf is permitted if it is installed properly.
Roseville:	Permitted
Rocklin:	No specific prohibition in code
Sacramento County:	Permitted

West Sacramento:	No specific prohibition in code. Landscaped area is pervious area and code allows combination of ground cover, shrubs, hedges, trees and other pervious materials.

On August 13, 2015, staff presented to the committee a draft ordinance that would permit artificial turf with a pile height on 1.25” in required front and street side yard setbacks. The draft ordinance also included minor amendments to the landscaping section to clean-up the language and provide consistency between subsections. The Planning and Design Commission (Commission’s) had some concerns regarding the use of the product, including its permeability, durability and the overall combination of the use of non-living products, such as pavement and artificial turf, in the setback areas. The Commission formed a subcommittee consisting of the Commission’s landscape architect, Commissioner Chandler, and Commissioner Lucien to review the draft ordinance and make return to the Commission with recommended changes.

On September 25, 2015, the California Legislature sent to Governor Brown Assembly Bill (AB) 1164 (California Government Code Section 53087.7), which prohibits local jurisdictions from enacting or enforcing any ordinance or regulation that would prohibit the installation of drought tolerant landscaping, synthetic grass, or artificial turf on residential property. The bill did indicate, however, that a jurisdiction could impose reasonable restrictions on the type of drought tolerant landscaping, synthetic grass, or artificial turf that could be installed provided that the restrictions did not do any of the following:

1. Substantially increase the cost of installing drought tolerant landscaping, synthetic grass, or artificial turf.
2. Effectively prohibit the installation of drought tolerant landscaping, synthetic grass, or artificial turf.
3. Significantly impede the installation of drought tolerant landscaping, including, but not limited to, a requirement that a residential yard must be completely covered with living plant material.

On October 9, 2015, Governor Brown, as part of a package of bills related to California’s drought, signed 24 bills to help boost water conservation, strengthen groundwater management, and improve water quality. AB 1164 was one of these bills.

In order to address the historic, prolonged, and potentially devastating drought, the new law is effective immediately. AB 1164 is attached to this report.

The Commission's subcommittee met with staff on September 16, 2015. The subcommittee reviewed the proposed ordinance with the potential adoption of the bill in mind. The subcommittee recommended that the following additions be made to the City's proposed ordinance:

1. Clarify that if artificial turf is used it must be permeable.
2. Require that, if artificial turf is used, 20 percent of the required front-yard and/or street side-yard setback area must be landscaped in living ground cover.

The subcommittee felt that adding these two provisions would alleviate several of the commission's concerns, including runoff, impact on existing trees and other living vegetation, and heat island effect, while still abiding by the provisions of AB 1164.

AB 1164, which bars a city, including a charter city, from enacting or enforcing any ordinance that prohibits the installation of synthetic grass or artificial turf appears to prevent the City from limiting the coverage area of synthetic grass or artificial turf. Staff, therefore presented an ordinance that included the addition that the turf must be permeable. The Commission, however, indicated that they believed that the 20 percent limitation was a reasonable provision that did not conflict with AB 1164. After testimony by members of the public and significant discussion, the Commission voted to forward the proposed ordinance to the City Council with the following four recommendations:

1. Modify the proposed ordinance to include a provision that requires that a minimum of 20 percent of the required setback be landscaped in living groundcover if artificial turf is used as a groundcover.
2. Direct the Urban Forestry Division to investigate the use of artificial turf in the drip line of trees and report back on whether or not it is an appropriate landscape material in this area. The Commission is particularly concerned with the use of turf in planters located in the city right-of-way adjacent to private property where city street trees are planted and heritage trees on private property.
3. Direct the Utilities Department to explore the potential runoff concerns from the installation of artificial turf, particularly the use of polypropylene micro-beads and how it might impact the storm water drainage system.
4. Direct the Utilities Department to recommend a definition of permeability that could be utilized in regards to the installation of artificial turf.

A red-lined and final version of the ordinance with the permeability clause and an alternative red-lined and final version which includes the Commission's recommendation of a minimum of 20 percent of the required setback area in living groundcover are attached.

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Luxurious Indoor Outdoor Landscape Artificial Synthetic | Carpet,7 ft. 6 in. x 13 ft.($3.99/sq.ft. Equiv.)

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$392

PRODUCT S(

PRODUCT OVERVIEW Model # Tan98 Internet # 202912556

Turf Evolutions TruGrass Tan provides an environmentally friendly, durable lawn or play area that is safe f directional blades that give the most realistic appearance of any turf on the market. TruGrass products will feeding, or re-sodding and re-seeding. TruGrass products can be utilized in all climates from the winters in and southwest. TruGrass blades are multi-colored and have a thatch layer to provide cushion and vertical TruGrass products meet all safety standards for lead and heavy metals, and do not contain nylon. TruGras by approved cleaning agents. All TruGrass products are permeable and use a urethane backing. Gone are muddy paws and shoes, and endless hours maintaining and watering a natural grass lawn. Purchase and beautiful turf that will save you money and time, as well as provide a safe surface for your children and pet

- All components are Made in the USA
- Turf is permeable
- Manufactures 8 year limited warranty

- Exclusive "non directional" blades for a more realistic look
- Visit www.TurfEvolutions for samples as well as a brief installation video and manual

SPECIFICATIONS

DIMENSIONS

Product Depth (in.)	156	Product Width (in.)
Product Height (in.)	1.75	

DETAILS

Flooring Product Type	Artificial Turf	Returnable
Indoor/Outdoor	Indoor/Outdoor	

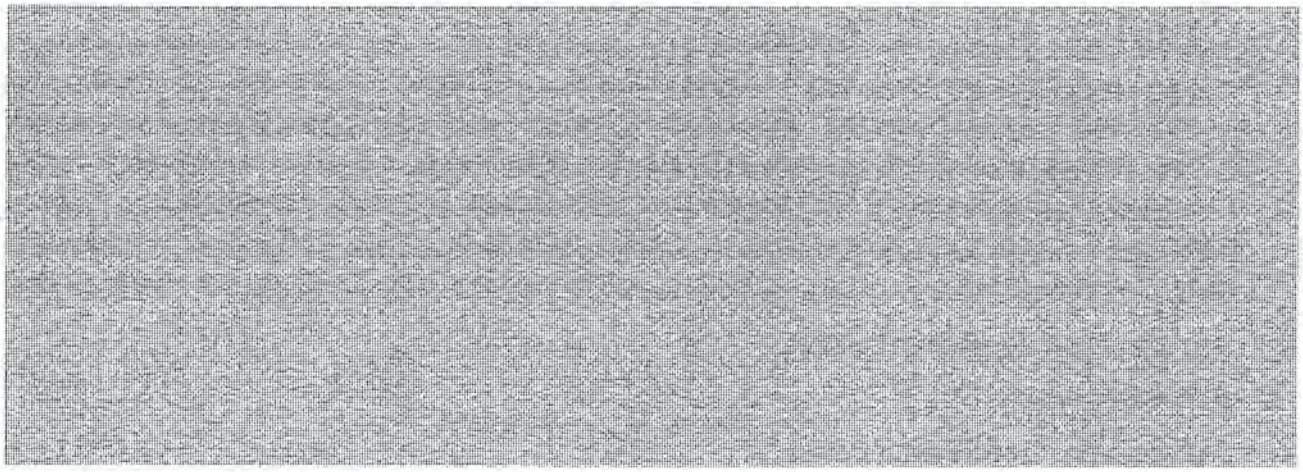
WARRANTY / CERTIFICATIONS

Manufacturer Warranty	8 year limited manufactures warranty. Contact Turf Evolutions for full warranty detail.

SHIPPING AND DELIVERY OPTIONS

Standard Shipping includes delivery by small parcel service. Processing time varies by product.

If product is eligible for shipping to AK, HI and US Territories additional transit time and remote surcharges may apply.



One of the first things to consider is the type and amount of site preparation that will be required for your project. For example:

- Will you need to excavate out concrete, asphalt, soils, or other existing materials?
- Will appropriate base materials need to be imported into the site?
- Are there any accessibility requirements that will have to be taken into consideration?
- If there are concrete or asphalt areas, do they currently drain properly?
- What is the final grade for the area (e.g. flat surface, 3% grade, etc.)

4 BASIC INSTALLATION TECHNIQUES ARE SHOWN, TO YOUR RIGHT.

When installing synthetic grass over native soil, fabrics are very important for the long-term stability of your project. It's important to always start with a durable and porous synthetic fiber (woven or non-woven) that is installed over native soils before adding imported base layers.

Then, a minimum of 2 to 3 inches of compacted aggregate materials will need to be installed over the soil-stabilizing fabrics. These are known as sub-base materials. **SEE FIGURE 1.**

If the final grade needs to be level with existing hardscape elements such as walkways, patios, or driveways, be sure to allow for adequate excavation and estimate the extra base materials that will be used to assist with raising the base, which after compaction should reach approximately 1 inch below the grade of the hardscape element.

To achieve a crowned look against hardscape, import additional materials and shape the base during compaction. Your hard edge should still be set, after compaction, at approximately 1 inch below the grade of the hard edge. To provide for additional watershed, install a small channel of drain rock, prior to adding base materials, as shown. **SEE FIGURE 2** Combined with the proper use of soil-stabilizing fabrics, the drain rock channel (French drain) will allow watershed to fall below the surfaces and channel out, without the risk of erosion.

When installing synthetic grasses against or in between large areas of concrete or asphalt that tends to shed water into the turf areas, allow for additional excavation, several layers of mixed base materials and the possibility of additional drain pipes, catch basins, connectors and drain rock as shown to the right. **SEE FIGURES 3 & 4.**

Synthetic grass areas can accommodate any conditions as long as the site is engineered to perform, under the requirements of local weather, weight load, traffic and use.

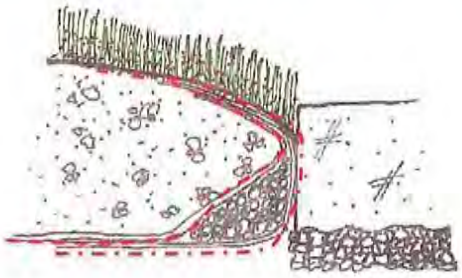


FIGURE 1

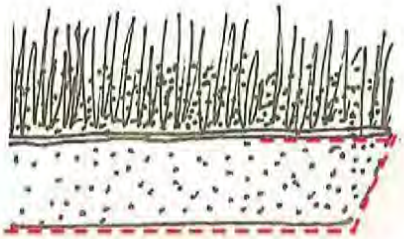


FIGURE 2

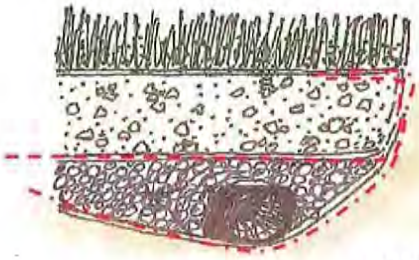


FIGURE 3

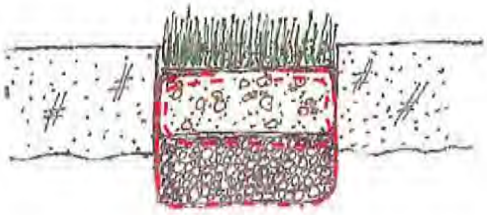


FIGURE 4

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Assembly Bill No. 1164

CHAPTER 671

An act to add Section 53087.7 to the Government Code, relating to water conservation, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor October 9, 2015. Filed with Secretary of State October 9, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1164, Gatto. Water conservation: drought tolerant landscaping.

Existing law generally authorizes every city and county, including a charter city, in this state to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations that are not in conflict with general laws.

This bill would prohibit a city, including a charter city, county, and city and county, from enacting or enforcing any ordinance or regulation that prohibits the installation of drought tolerant landscaping, synthetic grass, or artificial turf on residential property, as specified. The bill would additionally state that this is an issue of statewide concern.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. The Legislature hereby finds and declares:

(a) With the lowest snowpack ever recorded, California finds itself in 2015 in the fourth year of a historic, prolonged, and potentially devastating drought.

(b) Governor Edmund G. Brown Jr. issued an Executive order on April 1, 2015, which, for the first time in California history, directs the State Water Resources Control Board to implement mandatory water reductions across the state to reduce water usage by 25 percent.

(c) One component of the Governor's Executive order compels the replacement of 50 million square feet of lawns throughout the state with drought tolerant landscaping.

(d) Among a wide variety of drought tolerant landscaping are a variety of native plants and landscaping alternatives, including the installation of synthetic grass or artificial turf.

(e) According to the Department of Water Resources, landscape irrigation represents 43 percent of urban water use. The installation of synthetic grass or artificial turf, in lieu of conventional lawns and landscapes, can directly

reduce outdoor water use to help meet the Governor's mandated 25-percent statewide water use reduction.

SEC. 2. Section 53087.7 is added to the Government Code, to read:

53087.7. (a) A city, including a charter city, county, or city and county, shall not enact any ordinance or regulation, or enforce any existing ordinance or regulation, that prohibits the installation of drought tolerant landscaping, synthetic grass, or artificial turf on residential property.

(b) A city, including a charter city, county, or city and county, may impose reasonable restrictions on the type of drought tolerant landscaping, synthetic grass, or artificial turf that may be installed on residential property provided that those restrictions do not do any of the following:

(1) Substantially increase the cost of installing drought tolerant landscaping, synthetic grass, or artificial turf.

(2) Effectively prohibit the installation of drought tolerant landscaping, synthetic grass, or artificial turf.

(3) Significantly impede the installation of drought tolerant landscaping, including, but not limited to, a requirement that a residential yard must be completely covered with living plant material.

SEC. 3. The Legislature finds and declares the prolonged drought, along with climate change, requires the state to address water conservation goals that will have long-term impacts in this state. The Legislature further finds and declares that drought tolerant landscaping, including the installation of synthetic grass or artificial turf, is a viable landscaping alternative that will further the goal of addressing long-term water conservation. Therefore, allowing property owners in this state to install drought tolerant landscaping, synthetic grass, or artificial turf on their residential properties is a matter of statewide concern, not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to address the historic, prolonged, and potentially devastating drought, it is necessary that residents of this state be able to replace water inefficient landscaping with drought tolerant landscaping as quickly as possible; therefore, it is necessary that this act take effect immediately.

O

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE AMENDING SECTION 17.612.010 OF THE SACRAMENTO CITY CODE RELATING TO LANDSCAPING REQUIREMENTS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1. Section 17.612.010 of the Sacramento City Code is amended to read as follows:

17.612.010 Landscaping requirements.

A. Landscaping requirements in setback areas.

1. Single-unit and duplex dwellings—Front-yard and street side-yard setbacks.

a. Setback area paving restrictions. A maximum of 50% of the required front-yard and street side-yard setbacks may be paved for off-street parking, driveways, walkways, uncovered patios and other forms of hardscape. However, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in compliance with the street side fence requirements set forth in chapter 17.620.

b. Landscape and maintenance requirements. The unpaved portion of the required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. Height restrictions for landscaping located in the clear zone. All landscaping located within the clear zone for driveways and corner lots, as described in section 17.620.100, shall not exceed four feet in height, except that trees exceeding four feet in height are allowed if the tree is maintained free of branches five feet above the finish grade, as defined in section 15.88.050.

d. Vehicle parking requirements-all yard areas. Vehicles, including automobiles, boats, campers, trailers, and other recreational vehicles must be parked on a paved surface, as provided for in section 10.44.010.

2. Multi-unit dwellings (three or more units)—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setbacks. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

3. Nonresidential—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

4. Residential and nonresidential—Interior side-yard and rear-yard setbacks. There is no minimum landscape requirement for interior side-yard and rear-yard setbacks.

B. Planter required.

1. Except for single-unit and duplex dwellings and where driveways and walkways enter and exit a lot, a landscaped planter is required as follows:

a. A landscaped planter is required to separate all surfaced areas from the adjacent public street; and

b. A landscaped planter is required along the entire perimeter of surface parking lots of more than 30 spaces.

2. The planter shall be surrounded with six inch raised concrete curbing. The minimum width of the planter, excluding curbing, is six feet, except that front-yard and street side-yard setbacks shall have planters at least as wide as the minimum setback or six feet, whichever is greater. An irrigation system shall be installed in each separate planter area. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs,

trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

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17.612.010 Landscaping requirements.

A. Landscaping requirements in setback areas.

1. Single-unit and duplex dwellings—Front-yard and street side-yard setbacks.

a. Setback area paving restrictions. A maximum of 540% of the required front-yard and street side-yard setbacks may be paved for off-street parking, ~~and~~ driveways, walkways, uncovered patios and other forms of hardscape. ~~An additional maximum of 10% of the front-yard setback may be paved for walkways or uncovered patio use. A maximum of 40% of the required street side-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use;~~ H~~h~~owever, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in compliance with the street side fence requirements set forth in chapter 17.620.

b. Landscape and maintenance requirements. The unpaved portion of the ~~a~~ required front-yard ~~setback~~ and street side-yard setbacks shall be landscaped ~~, irrigated,~~ and maintained. The landscape shall primarily ~~may include~~consist of grass, annuals, perennials, groundcover, shrubs,~~,~~ trees, or other living vegetation~~,~~ provided that ~~and any d~~ artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like~~such as~~ planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. ~~However, only living vegetation may be used as a primary ground cover; no cement, brick, artificial turf, or other non-vegetative products such as plastic plants or flowers may be used for this purpose.~~ All landscaping materials shall be mowed, trimmed, and

maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. Height restrictions for landscaping located in the clear zone. All landscaping located within the clear zone for driveways and corner lots, as described~~fined~~ in section 17.620.10~~1~~0, shall not exceed four feet in height, except that trees exceeding four feet in height are allowed if the tree is maintained free of branches five feet above the finish grade, as defined in section 15.88.050.

d. Vehicle parking requirements-all yard areas. Vehicles, including automobiles, boats, campers, trailers, and other recreational vehicles must be parked on a paved surface, as provided for in section 10.44.010.

~~Vehicles shall not be parked within the landscaped setback area.~~

2. Multi-unit dwellings (three or more units)—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped~~, irrigated~~ and maintained~~ with primarily low ground cover or turf. Only living vegetation may be used as ground cover~~. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setbacks. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

3. Nonresidential—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped~~, irrigated,~~ and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that ~~with primarily low ground cover or turf. Only living vegetation may be used as ground cover. No asphaltic concrete, masonry, rock, gravel, wood bark, chips or other form of surfacing as a principal ground cover is permitted.~~ artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

4. Residential and nonresidential—Interior side-yard and rear-yard setbacks. There is no minimum landscape requirement for interior side-yard ~~setbacks~~ and rear-yard setbacks.

B. Planter required.

1. Except for single-unit and duplex dwellings and where driveways and walkways enter and exit a lot, a landscaped planter is required as follows:

a. A landscaped planter is required to separate all surfaced areas from the adjacent public street; and

b. A landscaped planter is required along the entire perimeter of surface parking lots of more than 30 spaces.

2. The planter shall be surrounded with six inch raised concrete curbing. The minimum width of the planter, excluding curbing, is six feet, except that front-yard and street side-yard setbacks shall have planters at least as wide as the minimum setback or six feet, whichever is greater. An irrigation system shall be installed in each separate planter area. ~~Planter areas shall not be surfaced in part or whole with concrete, asphalt, or other impermeable surface material, but shall contain earth and living plants.~~ The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

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SECTION 1. Section 17.612.010 of the Sacramento City Code is amended to read as follows:

17.612.010 Landscaping requirements.

A. Landscaping requirements in setback areas.

1. Single-unit and duplex dwellings—Front-yard and street side-yard setbacks.

a. Setback area paving restrictions. A maximum of 50% of the required front-yard and street side-yard setbacks may be paved for off-street parking, driveways, walkways, uncovered patios and other forms of hardscape. However, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in compliance with the street side fence requirements set forth in chapter 17.620.

b. Landscape and maintenance requirements. The unpaved portion of the required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation provided that artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. Height restrictions for landscaping located in the clear zone. All landscaping located within the clear zone for driveways and corner lots, as described in section 17.620.100, shall not exceed four feet in height, except that trees exceeding four feet in height are

allowed if the tree is maintained free of branches five feet above the finish grade, as defined in section 15.88.050.

d. Vehicle parking requirements-all yard areas. Vehicles, including automobiles, boats, campers, trailers, and other recreational vehicles must be parked on a paved surface, as provided for in section 10.44.010.

2. Multi-unit dwellings (three or more units)—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setbacks. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

3. Nonresidential—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

4. Residential and nonresidential—Interior side-yard and rear-yard setbacks. There is no minimum landscape requirement for interior side-yard and rear-yard setbacks.

B. Planter required.

1. Except for single-unit and duplex dwellings and where driveways and walkways enter and exit a lot, a landscaped planter is required as follows:

a. A landscaped planter is required to separate all surfaced areas from the adjacent public street; and

b. A landscaped planter is required along the entire perimeter of surface parking lots of more than 30 spaces.

2. The planter shall be surrounded with six inch raised concrete curbing. The minimum width of the planter, excluding curbing, is six feet, except that front-yard and street side-yard setbacks shall have planters at least as wide as the minimum setback or six feet, whichever is greater. An irrigation system shall be installed in each separate planter area. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE AMENDING SECTION 17.612.010 OF THE SACRAMENTO CITY CODE RELATING TO LANDSCAPING REQUIREMENTS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1. Section 17.612.010 of the Sacramento City Code is amended to read as follows:

17.612.010 Landscaping requirements.

A. Landscaping requirements in setback areas.

1. Single-unit and duplex dwellings—Front-yard and street side-yard setbacks.

a. Setback area paving restrictions. A maximum of 540% of the required front-yard and street side-yard setbacks may be paved for off-street parking, ~~and~~ driveways, walkways, uncovered patios and other forms of hardscape. ~~An additional maximum of 10% of the front-yard setback may be paved for walkways or uncovered patio use. A maximum of 40% of the required street side-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use;~~ H~~h~~owever, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in compliance with the street side fence requirements set forth in chapter 17.620.

b. Landscape and maintenance requirements. The unpaved portion of the ~~a~~ required front-yard ~~setback~~ and street side-yard setbacks shall be landscaped ~~, irrigated,~~ and maintained. The landscape shall primarily ~~may include~~consist of grass, annuals, perennials, groundcover, shrubs,~~,~~ trees, or other living vegetation~~,~~ provided that ~~and any d~~ artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like~~such as~~ planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. ~~However, only living vegetation may be used as a primary ground cover; no cement, brick, artificial turf, or other non-vegetative products such as~~

~~plastic plants or flowers may be used for this purpose.~~ All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. Height restrictions for landscaping located in the clear zone. All landscaping located within the clear zone for driveways and corner lots, as described~~fined~~ in section 17.620.10~~1~~0, shall not exceed four feet in height, except that trees exceeding four feet in height are allowed if the tree is maintained free of branches five feet above the finish grade, as defined in section 15.88.050.

d. Vehicle parking requirements~~-~~all yard areas. Vehicles, including automobiles, boats, campers, trailers, and other recreational vehicles must be parked on a paved surface, as provided for in section 10.44.010.

~~Vehicles shall not be parked within the landscaped setback area.~~

2. Multi-unit dwellings (three or more units)—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped~~, irrigated~~ and maintained~~ with primarily low ground cover or turf. Only living vegetation may be used as ground cover~~. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setbacks. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

3. Nonresidential—Front-yard and street side-yard setbacks. All minimum required front-yard and street side-yard setbacks shall be landscaped~~, irrigated,~~ and maintained. The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that ~~with primarily low ground cover or turf. Only living vegetation may be used as ground cover. No asphaltic concrete, masonry, rock, gravel, wood bark, chips or other form of surfacing as a principal ground cover is permitted.~~ artificial turf may be used if it is permeable, has a minimum pile height of 1.25 inches, and a minimum of 20% of the required front-yard and street side-yard setback are landscaped with living vegetation. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

4. Residential and nonresidential—Interior side-yard and rear-yard setbacks. There is no minimum landscape requirement for interior side-yard ~~setbacks~~ and rear-yard setbacks.

B. Planter required.

1. Except for single-unit and duplex dwellings and where driveways and walkways enter and exit a lot, a landscaped planter is required as follows:

a. A landscaped planter is required to separate all surfaced areas from the adjacent public street; and

b. A landscaped planter is required along the entire perimeter of surface parking lots of more than 30 spaces.

2. The planter shall be surrounded with six inch raised concrete curbing. The minimum width of the planter, excluding curbing, is six feet, except that front-yard and street side-yard setbacks shall have planters at least as wide as the minimum setback or six feet, whichever is greater. An irrigation system shall be installed in each separate planter area. ~~Planter areas shall not be surfaced in part or whole with concrete, asphalt, or other impermeable surface material, but shall contain earth and living plants.~~ The landscape shall primarily consist of grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation, provided that artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, wood chips, bark, or similar elements are permitted when integrated as part of the landscape.

04

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-01039

Title: (Pass for Publication) Ordinance Relating to State Mandated Water Efficient Landscape Requirements

Location: Citywide

Recommendation: 1) Review an ordinance repealing and reenacting Chapter 15.92 in Title 15 of the Sacramento City Code relating to Water Efficient Landscape Requirements; and 2) pass for publication the ordinance title as required by City Charter section 32(c), with the ordinance to be considered for adoption on November 24, 2015.

Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Long Range Planning

Dept ID: 21001222

Attachments:

1-Description/Analysis

2-Background - DWR Summary

3-Ordinance (Clean)

4-Ordinance (Redline)

City Attorney Review

Approved as to Form
Kourtney Burdick
11/12/2015 11:43:18 AM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 11/5/2015 3:56:20 PM

Description/Analysis

Issue Detail: On April 1, 2015, Governor Brown issued an Executive Order (EO B-29-15), directing the Department of Water Resources (DWR) to update the State's Model Water Efficient Landscape Ordinance (MWELO) through expedited regulation. The California Water Commission approved the revised MWELO on July 15, 2015. The Background summarizes the MWELO.

Local agencies (cities and counties) have until December 1, 2015, to adopt the MWELO or adopt their own ordinance, which must be at least as effective in conserving water as the MWELO. If local agencies do not take action by December 1, 2015, the MWELO becomes effective by default.

The City's Water Efficient Landscape Requirements (Chapter 15.92 of the Sacramento City Code), applies primarily to new landscapes in development projects. The Water Efficient Landscape Requirements were added to the City Code in 1992 in response to the Water Conservation in Landscaping Act, California Government Code, Sections 65591 et seq., and were later updated in 2009 to comply with a State-mandated update. DWR is now requiring another update. The draft Ordinance (Attachment 3) is essentially a reformatted version of the MWELO.

The most significant change in this recent update is that it will lower the size threshold for landscapes associated with new development projects that are subject to the ordinance. The previous size threshold ranged from 2,500 square feet to 5,000 square feet. The new threshold will include landscape areas as small as 500 square feet. This will require nearly every residential, commercial, industrial, and institutional new development project that requires a permit, plan check, or design review to undergo a comprehensive review of landscape plans at the time of building permit plan check.

Another significant change is that the update adds an annual reporting requirement for the City, the first of which is due December 31, 2015.

This update will also incorporate the following required changes to regulations for new and rehabilitated landscapes:

- Reduce "water budget" allowance for landscapes;
- Increase requirements for more efficient irrigation systems;
- Prohibit high water use plants, such as cool season turf, in median strips;
- Improve measures for onsite stormwater capture, such as improving soil friability;
- Provide incentives for graywater usage; and
- Create a new "prescriptive measures compliance option" for landscapes under 2,500 square feet.

Policy Considerations: The 2035 General Plan includes the following policy related to water-efficient landscapes in new development:

- **U 2.1.15 Landscaping.** The City shall continue to require the use of water-efficient and river-friendly landscaping in all new development, and shall use water conservation gardens (e.g.,

Glen Ellen Water Conservation Office) to demonstrate and promote water conserving landscapes.

Economic Impacts: None.

Environmental Considerations: The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA), consistent with section 15061(b)(3) of the CEQA guidelines. Under this section, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability: The proposed ordinance is consistent with the City's sustainability goals because it will reduce water use in new residential landscapes by 20% and new commercial landscapes by 35% and will increase onsite storm-water capture.

Commission/Committee Action: None at this time.

Rationale for Recommendation: The DWR requires local agencies to update their Water Efficient Landscape Ordinances by December 1, 2015, in response to the severe drought that is affecting California. This recommendation is supported by the City's existing water conservation and sustainability policies.

Financial Considerations: Not applicable.

Local Business Enterprise (LBE): Not applicable.

Department of Water Resources

Model Water Efficient Landscape Ordinance: 2015 Revision

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State's Model Water Efficient Landscape Ordinance (Ordinance) through expedited regulation. The California Water Commission approved the revised Ordinance on July 15, 2015.

Which Projects are Subject to the Ordinance?

New development projects that include landscape areas of 500 sq. ft. or more are subject to the Ordinance. This applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. The previous landscape size threshold for new development projects ranged from 2500 sq. ft. to 5000 sq. ft.

The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2500 sq. ft. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the Ordinance.

When Does the Ordinance Go into Effect?

Local agencies (cities and counties) have until December 1, 2015 to adopt the Ordinance or adopt their own ordinance, which must be at least as effective in conserving water as the State's Ordinance. Local agencies working together to develop a regional ordinance have until February 1, 2016 to adopt, but they are still subject to the December 2015 reporting requirements (see *Reporting Requirements* below). If a local agency does not take action on a water efficient landscape ordinance by the specified dates, the State's Ordinance becomes effective by default.

What are the Significant Revisions?

More Efficient Irrigation Systems

- Dedicated landscape water meters or submeters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.
- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

Incentives for Graywater Usage

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option.

Improvements in Onsite Stormwater Capture

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

Limiting the Portion of Landscapes that can be Planted with High Water Use Plants

The maximum amount of water that can be applied to a landscape is reduced from 70% of the reference evapotranspiration (ETo) to 55% for residential landscape projects, and to 45% of ETo for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For residential projects, the coverage of high water use plants is reduced from 33% to 25% of the landscaped area. In non-residential landscapes, planting with high water use plants is not feasible. However, unchanged in the Ordinance is the extra water allowance made for non-residential areas when used for specific functional areas, such as recreation and edible gardens. Extra water allowance is also made for landscapes irrigated with recycled water, as was the case in the previous ordinance.

The irrigation efficiency of devices used to irrigate landscapes is one of the factors that goes into determining the maximum amount of water allowed. Rather than having one default irrigation efficiency for the entire site, the revised Ordinance allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance was 0.71; the revised Ordinance defines the irrigation efficiency of drip as 0.81 and that of overhead spray as 0.75.

Median strips cannot be landscaped with high water use plants, precluding the use of cool season turf. Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

Reporting Requirements

All local agencies will report on the implementation and enforcement of their ordinances to DWR by December 31, 2015. Local agencies developing a regional ordinance will report on their adopted regional ordinance by March 1, 2016. Reporting for all agencies will be due by January 31st of each year thereafter.

Prescriptive Checklist Option for Landscapes under 2500 sq. ft.

Projects with landscape areas under 2500 sq. feet may comply with the performance requirements of the Ordinance or conform to the prescriptive measures contained in Appendix D. Many will find that the Appendix D checklist simplifies compliance.

How Much Water Will Be Saved?

DWR estimates that a typical California landscape will use 12,000 gallons less a year, or 20 percent less than allowed by the 2009 ordinance. Commercial landscapes will cut water use by 35%. Over the next three years, it is predicted that 472,000 new homes associated with 20,000 acres of landscape will be built in California. With proper implementation and enforcement by local agencies, the Ordinance will lead to substantial water savings.

How Can I Get Additional Assistance?

In Fall 2015, DWR will release a guidance document to accompany the Ordinance. Training workshops for local agency staff and landscape professionals will be held throughout the State.

Contact Information:

Julie Saare-Edmonds, DWR Senior Environmental Scientist at Julie.Saare-Edmonds@water.ca.gov or (916) 651-9676

Updated 7/31/15

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE REPEALING AND ADDING CHAPTER 15.92 OF THE SACRAMENTO CITY CODE, RELATING TO WATER EFFICIENT LANDSCAPE REQUIREMENTS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 15.92 of the Sacramento City Code is repealed.

SECTION 2.

Chapter 15.92 is added to the Sacramento City Code to read as follows:

Chapter 15.92 WATER EFFICIENT LANDSCAPE REQUIREMENTS

15.92.010 Purpose.

A. On April 1, 2015, Governor Jerry Brown issued Executive Order No. B-29-15 directing the California Department of Water Resources to update the state's model water efficient landscape ordinance. Local agencies, consistent with the Department's regulations and the Water Conservation in Landscaping Act (California Government Code sections 65591 et seq.), must, by December 1, 2015, adopt the model ordinance (as set forth in chapter 2.7 of division 2 of title 23 of the California Code of Regulations) or a water efficient landscape ordinance that is, based on evidence in the record, at least as effective in conserving water as the model ordinance.

B. The Legislature, in the Water Conservation in Landscaping Act, has made the following findings:

1. The waters of the state are of limited supply and are subject to ever increasing demands;

2. The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

3. It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

4. Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

5. Landscape design, installation, maintenance and management can and should be water efficient; and

6. Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not extend to waste or unreasonable method of use.

C. Consistent with these legislative findings, the purpose of this chapter is to comply with the Water Conservation in Landscaping Act by adopting an ordinance based on the provisions of the updated model water efficient landscape ordinance issued by the California Department of Water Resources, that:

1. Promotes the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

2. Establishes a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new construction and rehabilitated landscape projects;

3. Establishes provisions for water management practices and water waste prevention for existing landscapes over one acre in size;

4. Promotes water efficiency by setting a maximum applied water allowance as an upper limit for water use and reducing water use to the lowest practical amount; and

5. Is consistent with landscape ordinances of neighboring local and regional agencies.

15.92.020 Applicability.

A. This chapter applies to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

3. Existing landscapes as described in section 15.92.220; and

4. Cemeteries. Recognizing the special landscape management needs of cemeteries, regulation of new and rehabilitated cemeteries is limited to sections 15.92.080, 15.92.150, and 15.92.160; and regulation of existing cemeteries is limited to section 15.92.220.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix D.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

D. This chapter does not apply to:

1. Registered local, state, or federal historical sites;

2. Ecological restoration projects that do not require a permanent irrigation system;

3. Mined-land reclamation projects that do not require a permanent irrigation system; or

4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

15.92.030 Fee.

A landscape documentation package application fee, to pay the City's administrative costs to process the application, is established and imposed pursuant to the terms of this chapter. The city council shall establish the fee amount by resolution.

15.92.040 Definitions.

As used in this chapter:

“Appendix A” means Appendix A, Reference Evapotranspiration (ETo) Table, set out at the end of this chapter.

“Appendix B” means Appendix B, Sample Water Efficient Landscape Worksheet, set out at the end of this chapter.

“Appendix C” means Appendix C, Sample Certificate of Completion, set out at the end of this chapter.

“Appendix D” means Appendix D, Prescriptive Compliance Option, set out at the end of this chapter.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of completion” means the document required under section 15.92.090.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code section 4100.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Director” means the chief building official.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation that becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated total water use” (ETWU) means the total water used for the landscape as described in section 15.92.080.

“Evapotranspiration adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or

emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "WaterSense" labeled auditing program.

"Irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

"Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

"Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

"Landscape architect" means a person who holds a license to practice landscape architecture in the State of California under Business and Professions Code section 5615.

"Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

"Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

"Landscape documentation package" means the documents required under section 15.92.070.

"Landscape project" means total area of landscape in a project as defined in "landscape area."

"Landscape water meter" means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local water purveyor” means the City of Sacramento, or any other public or private entity that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point that controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum applied water allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in section 15.92.080. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water that is delivered beyond the target area.

“Parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

“Permit” means an authorizing document issued for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

“Project applicant” means the individual or entity submitting a landscape documentation package required under section 15.92.070 to request a permit, plan check, plan review, or design review from the city. A project applicant may be the property owner or his or her designee.

“Rain sensor” or “rain sensing shutoff device” means a component that automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings that show significant changes in the work made during construction and that are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters that affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, plan review, or design review, meets the requirements of section 15.92.020, and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Run off” means water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special landscape area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device that delivers water through a nozzle.

"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

"Station" means an area served by one valve or by a set of valves that operate simultaneously.

"Swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

"Submeter" means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

"Valve" means a device used to control the flow of water in the irrigation system.

"Water conserving plant species" means a plant species identified as having a very low or low plant factor.

"Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

"Watering window" means the time of day irrigation is allowed.

"WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

15.92.050 Landscape documentation package—Required.

No person shall construct or install a new landscape project or rehabilitated landscape project unless a landscape documentation package for the project has been approved by the director.

15.92.060 Landscape documentation package—Submittal—Action by director.

A. Prior to construction of a landscape project, the project applicant shall submit a completed landscape documentation package to the director.

B. Prior to construction of a landscape project, the director shall:

1. Provide the project applicant with the procedures for permits, plan checks, plan reviews, or design reviews;

2. Review the landscape documentation package submitted by the project applicant;

3. Approve or deny the landscape documentation package;

4. Issue a permit or approve the plan check, plan review, or design review for the project applicant; and

5. Upon approval of the landscape documentation package, submit a copy of the water efficient landscape worksheet to the local water purveyor.

C. Upon approval of the landscape documentation package by the director, the project applicant shall:

1. Receive a permit or approval of the plan check, plan review, or design review and record the date of the permit in the certificate of completion;

2. Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or designee; and

3. Submit a copy of the water efficient landscape worksheet to the local water purveyor.

15.92.070 Landscape documentation package—Application—Contents— Fee.

A. The landscape documentation package shall include the following six elements:

1. The following project information:

a. Date of application;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet);

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, private well) and the local water purveyor if the applicant is not served by a private well;

g. Checklist of all documents in landscape documentation package;

h. Project contacts to include contact information for the project applicant and property owner; and

i. Applicant signature and date with statement: "I agree to comply with the requirements of Sacramento City Code Chapter 15.92 and submit a complete landscape documentation package."

2. The project's water efficient landscape worksheet, including the:

a. Hydrozone information table; and

b. Water budget calculations, including:

i. The maximum applied water allowance (MAWA), and

ii. The estimated total water use (ETWU);

3. A soil management report;

4. A landscape design plan;

5. An irrigation design plan; and

6. A grading design plan.

B. The package shall be accompanied by payment of the nonrefundable landscape document package application fee.

15.92.080 Water efficient landscape worksheet.

A. A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B, that contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the ETAF for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

1. In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A.

B. Water budget calculations shall adhere to the following requirements:

1. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources. The plant factor ranges from 0 to 0.1 for very low water using plants, from 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

2. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

3. All special landscape areas shall be identified and their water use calculated as shown in Appendix B.

4. ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.090 Soil management report.

To reduce runoff and encourage healthy plant growth, the project applicant, or the project applicant's designee, shall complete, submit, and implement a soil management report as provided in this section.

A. Submit soil samples to a laboratory for analysis and recommendations, in accordance with the following:

1. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

2. The soil analysis shall include:

a. Soil texture;

b. Infiltration rate determined by laboratory test or soil texture infiltration rate table;

c. pH;

d. Total soluble salts;

e. Sodium;

f. Percent organic matter; and

g. Recommendations.

3. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

B. The project applicant, or the project applicant's designee, shall comply with one of the following:

1. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the landscape documentation package; or

2. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the certificate of completion.

C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

D. The project applicant, or the project applicant's designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with the certificate of completion.

15.92.100 Landscape design plan.

A. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the

following design criteria shall be submitted as part of the landscape documentation package.

1. Plant Material

a. Any plant may be selected for the landscape, providing the estimated total water use in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:

i. Protection and preservation of native species and natural vegetation;

ii. Selection of water-conserving plant, tree, and turf species, especially local native plants;

iii. Selection of plants based on local climate suitability, disease and pest resistance;

iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and selection of plants from local and regional landscape program plant lists.

v. Selection of plants from local fuel modification plan guidelines.

b. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in section 15.92.110.A.2.d.

c. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

i. Use the Sunset Western Climate Zone System, that takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and

iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

d. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means one foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 = slope percent).

e. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

f. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required under California Public Resources Code section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

g. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

h. The architectural guidelines of a common interest development shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

2. Water Features

a. Recirculating water systems shall be used for water features.

b. Where available, recycled water shall be used as a source for decorative water features.

c. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

d. Pool and spa covers are highly recommended.

3. Soil Preparation, Mulch, and Amendments

a. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

b. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see section 15.92.090).

c. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six

inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

d. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.

f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

g. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other provisions of the city code.

B. The landscape design plan, at a minimum, shall:

1. Delineate and label each hydrozone by number, letter, or other method;

2. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

3. Identify recreational areas;

4. Identify areas permanently and solely dedicated to edible plants;

5. Identify areas irrigated with recycled water;

6. Identify type of mulch and application depth;

7. Identify soil amendments, type, and quantity;

8. Identify type and surface area of water features;

9. Identify hardscapes (pervious and non-pervious);

10. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to chapter 13.16 (stormwater management and discharge control) and the Central Valley Regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section 15.92.200.

11. Identify any applicable rain harvesting or catchment technologies as discussed in section 15.92.200 and their 24-hour retention or infiltration capacity;

12. Identify any applicable graywater discharge piping, system components and areas of distribution;

13. Contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them for the efficient use of water in the landscape design plan"; and

14. Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agriculture Code.)

15.92.110 Irrigation design plan.

A. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the landscape documentation package.

1. Irrigation System

a. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which California Water Code section 535 applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:

i. A customer service meter dedicated to landscape use provided by the local water purveyor; or

ii. A privately owned meter or submeter.

b. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

c. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

i. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

ii. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

d. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

e. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

f. Backflow prevention devices approved by the director and in compliance with section 13.04.240 of this code shall be required to protect the water supply from contamination by the irrigation system.

g. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5,000 square feet or larger.

h. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

i. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

j. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

k. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

l. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in section 15.92.080 regarding the maximum applied water allowance.

m. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

n. The project applicant shall consult with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

o. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

p. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

q. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

r. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

s. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

t. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

u. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

i. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

ii. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

iii. The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package and clearly demonstrates strict adherence to irrigation system design criteria in section 15.92.110.A.1.i. Prevention of overspray and runoff must be confirmed during the irrigation audit.

v. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

1. Hydrozone

a. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

b. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

c. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

d. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

i. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

ii. The plant factor of the higher water using plant is used for calculations.

e. Individual hydrozones that mix high and low water use plants shall not be permitted.

f. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B, Section A). This table can also assist with the irrigation audit and programming the controller.

B. The irrigation design plan, at a minimum, shall contain:

1. The location and size of separate water meters for landscape;

2. The location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

3. The static water pressure at the point of connection to the public water supply;

4. The flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

5. The recycled water irrigation systems as specified in section 15.92.180;

6. The following statement: “I have complied with the criteria of Chapter 15.92 of the Sacramento City Code and applied them accordingly for the efficient use of water in the irrigation design plan”; and

7. The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agricultural Code.)

15.92.120 Grading design plan.

A. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as

part of the landscape documentation package. A grading plan prepared by a civil engineer that meets the minimum criteria specified in this section and submitted pursuant to chapter 15.88 (grading, erosion, and sediment control) satisfies this requirement.

1. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

a. Height of graded slopes;

b. Drainage patterns;

c. Pad elevations;

d. Finish grade; and

e. Stormwater retention improvements, if applicable.

2. The grading design plan shall contain the following statement: “I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a licensed professional as authorized by law.

B. The project applicant shall comply with any additional requirements specified in chapter 15.88 and any regulations or other requirements adopted to implement or administer chapter 15.88.

15.92.130 Certificate of completion.

A. A certificate of completion in substantial conformance with Appendix C shall include the following six elements:

1. Project information sheet that contains:

a. Date;

b. Project name;

c. Project applicant name, telephone, and mailing address;

d. Project address and location; and

e. Property owner name, telephone, and mailing address;

2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;

a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

3. The irrigation scheduling parameters used to set the controller (see section 15.92.140);

4. The landscape and irrigation maintenance schedule (see section 15.92.150);

5. The irrigation audit report (see section 15.92.160); and

6. The soil analysis report (if not submitted with the landscape documentation package) and documentation verifying implementation of soil report recommendations (see section 15.92.090).

B. The project applicant shall:

1. Submit the signed certificate of completion to the city for review; and

2. Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.

C. The director shall approve or deny the certificate of completion. If the certificate of completion is denied, the director shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

15.92.140 Irrigation scheduling.

A. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

1. Irrigation scheduling shall be regulated by automatic irrigation controllers.

2. Overhead irrigation shall be scheduled in accordance with the requirements of article XI of chapter 13.04 (outdoor water conservation).

3. For implementation of the irrigation schedule, particular attention shall be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to the MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data or soil moisture sensor data.

4. Parameters used to set the automatic controller shall be developed and submitted with the certificate of completion for each of the following:

a. The plant establishment period;

b. The established landscape; and

c. Temporarily irrigated areas.

5. Each irrigation schedule shall consider for each station all of the following that apply:

a. Irrigation interval (days between irrigation);

b. Irrigation run times (hours or minutes per irrigation event to avoid runoff);

c. Number of cycle starts required for each irrigation event to avoid runoff;

d. Amount of applied water scheduled to be applied on a monthly basis;

e. Application rate setting;

f. Root depth setting;

g. Plant type setting;

h. Soil type;

i. Slope factor setting;

j. Shade factor setting; and

k. Irrigation uniformity or efficiency setting.

15.92.150 Landscape and irrigation maintenance schedule.

A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.

B. A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

D. A project applicant is encouraged to implement established landscape industry sustainable best practices for all landscape maintenance activities.

15.92.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

A. All landscape irrigation audits shall be conducted by a city landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

B. In large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

C. For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in section 15.92.020:

1. The project applicant shall submit an irrigation audit report with the certificate of completion to the city that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

2. The director shall develop and administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

15.92.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

15.92.180 Recycled water.

A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws.

C. Landscapes using recycled water are considered special landscape areas. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to chapters 16 and 16A of part 5 of the California Code of Regulations.

15.92.200 Stormwater management and rainwater retention.

A. Stormwater management practices minimize runoff and increase infiltration, which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

B. Project applicants shall comply with all applicable provisions of chapter 13.16 of this code and any regulations or other requirements adopted to implement or administer chapter 13.16.

C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration as required by section 15.92.100.A.3.

D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: (1) the one inch, 24-hour rain event; or (2) the 85th percentile, 24-hour rain event, or additional capacity as required by any applicable local, regional, state, or federal regulation.

E. It is recommended that stormwater projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.

3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.

4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.

7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

15.92.210 Model homes.

All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.

A. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed in accordance with this chapter; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

15.92.220 Provisions for existing landscapes.

A. This section applies to existing landscapes over one acre in size that were installed before December 1, 2015.

B. For existing landscapes that have metered water service, the city may conduct or may require the property owner to provide irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).

C. For existing landscapes that do not have metered water service, the city may conduct or may require the property owner to provide irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary to prevent water waste.

D. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

15.92.230 Effective precipitation.

The director may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equations to calculate maximum applied water allowance:

A. For residential areas: MAWA= (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)]; or

B. For non-residential areas: MAWA= (ETo-EPPT) (0.62) [(0.45 x LA) + (0.55 x SLA)].

15.92 Appendix A. Reference evapotranspiration (ETo) table.

City of Sacramento	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	.9

15.92 Appendix B. Sample water efficient landscape worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]***Hydrozone #/Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]***Irrigation Method***
overhead spray or drip

[c]***Irrigation Efficiency***
0.75 for spray head
0.81 for drip

[d]***ETWU*** **(Annual Gallons Required)**
= *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

15.92 Appendix C. Sample certificate of completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see

that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

_____

Property Owner Signature Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the city_____

2. Date the Landscape Documentation Package was approved by the city_____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor_____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the Chapter 15.92 of the Sacramento City Code and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule the controller per section 15.92.140 of the Sacramento City Code.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per section 15.92.150 of the Sacramento City Code.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per section 15.92.160 of the Sacramento City Code.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per section 15.92.090 of the Sacramento City Code.

Attach documentation verifying implementation of recommendations from soil analysis report per section 15.92.090 of the Sacramento City Code.

15.92 Appendix D. Prescriptive compliance option.

A. In accordance with section 15.92.020.B, this appendix contains the prescriptive measures that a project may comply with as an alternative to complying with the other provisions of this chapter.

B. Compliance with the following is mandatory and must be documented on a landscape plan to use the prescriptive compliance option:

1. A landscape documentation package that includes the following elements:

a. Date;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet), including a breakdown of turf and plant material;

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

g. Contact information for the project applicant and property owner; and

h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to Chapter 15.92 of the Sacramento City Code."

2. A compost rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

3. Plant material that complies with all of the following:

a. For residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water. For non-residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

b. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contra-indicated.

4. Turf that complies with all of the following:

a. Turf does not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

b. Turf shall not be planted on sloped areas that exceed a slope of one foot vertical elevation change for every four feet of horizontal length;

c. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

5. Irrigation systems that comply with the following:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

b. Irrigation controllers shall be of a type that does not lose programming data in the event the primary power source is interrupted.

c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014 – "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

f. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

6. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeter that measures landscape water use.

C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE REPEALING AND ADDING CHAPTER 15.92 OF THE SACRAMENTO CITY CODE, RELATING TO WATER EFFICIENT LANDSCAPE REQUIREMENTS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 15.92 of the Sacramento City Code is repealed.

SECTION 2.

Chapter 15.92 is added to the Sacramento City Code to read as follows:

Chapter 15.92 WATER EFFICIENT LANDSCAPE REQUIREMENTS

15.92.010 Purpose.

A. On April 1, 2015, Governor Jerry Brown issued Executive Order No. B-29-15 directing the California Department of Water Resources to update the state's model water efficient landscape ordinance. Local agencies, consistent with the Department's regulations and the Water Conservation in Landscaping Act (California Government Code sections 65591 et seq.), must, by December 1, 2015, adopt the model ordinance (as set forth in chapter 2.7 of division 2 of title 23 of the California Code of Regulations) or a water efficient landscape ordinance that is, based on evidence in the record, at least as effective in conserving water as the model ordinance.

B. The Legislature, in the Water Conservation in Landscaping Act, has made the following findings:

1. The waters of the state are of limited supply and are subject to ever increasing demands;

2. The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

3. It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

4. Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

5. Landscape design, installation, maintenance and management can and should be water efficient; and

6. Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not extend to waste or unreasonable method of use.

C. Consistent with these legislative findings, the purpose of this chapter is to comply with the Water Conservation in Landscaping Act by adopting an ordinance based on the provisions of the updated model water efficient landscape ordinance issued by the California Department of Water Resources, that:

1. Promotes the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

2. Establishes a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new construction and rehabilitated landscape projects;

3. Establishes provisions for water management practices and water waste prevention for existing landscapes over one acre in size;

4. Promotes water efficiency by setting a maximum applied water allowance as an upper limit for water use and reducing water use to the lowest practical amount; and

5. Is consistent with landscape ordinances of neighboring local and regional agencies.

15.92.020 Applicability.

A. This chapter applies to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

3. Existing landscapes as described in section 15.92.220; and

4. Cemeteries. Recognizing the special landscape management needs of cemeteries, regulation of new and rehabilitated cemeteries is limited to sections 15.92.080, 15.92.150, and 15.92.160; and regulation of existing cemeteries is limited to section 15.92.220.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix D.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

D. This chapter does not apply to:

1. Registered local, state, or federal historical sites;

2. Ecological restoration projects that do not require a permanent irrigation system;

3. Mined-land reclamation projects that do not require a permanent irrigation system; or

4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

15.92.030 Fee.

A landscape documentation package application fee, to pay the City's administrative costs to process the application, is established and imposed pursuant to the terms of this chapter. The city council shall establish the fee amount by resolution.

15.92.040 Definitions.

As used in this chapter:

"Appendix A" means Appendix A, Reference Evapotranspiration (ETo) Table, set out at the end of this chapter.

"Appendix B" means Appendix B, Sample Water Efficient Landscape Worksheet, set out at the end of this chapter.

"Appendix C" means Appendix C, Sample Certificate of Completion, set out at the end of this chapter.

"Appendix D" means Appendix D, Prescriptive Compliance Option, set out at the end of this chapter.

"Applied water" means the portion of water supplied by the irrigation system to the landscape.

"Automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

"Backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

"Certificate of completion" means the document required under section 15.92.090.

"Certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.

"Certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

"Check valve" or "anti-drain valve" means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

"Common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code section 4100.

"Compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

"Conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

"Director" means the chief building official.

"Distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.

"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

"Effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation that becomes available for plant growth.

"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

"Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

"Establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

"Estimated total water use" (ETWU) means the total water used for the landscape as described in section 15.92.080.

"Evapotranspiration adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or

emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "WaterSense" labeled auditing program.

"Irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

"Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

"Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

"Landscape architect" means a person who holds a license to practice landscape architecture in the State of California under Business and Professions Code section 5615.

"Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

"Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

"Landscape documentation package" means the documents required under section 15.92.070.

"Landscape project" means total area of landscape in a project as defined in "landscape area."

"Landscape water meter" means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

"Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

"Local water purveyor" means the City of Sacramento, or any other public or private entity that provides retail water service.

"Low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

"Master shut-off valve" is an automatic valve installed at the irrigation supply point that controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

"Maximum applied water allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in section 15.92.080. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

"Median" is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

"Microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

"Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

"Mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

"New construction" means, for the purposes of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

"Non-residential landscape" means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

"Operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

"Overhead sprinkler irrigation systems" or "overhead spray irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

"Overspray" means the irrigation water that is delivered beyond the target area.

"Parkway" means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

"Permit" means an authorizing document issued for new construction or rehabilitated landscapes.

"Pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

"Plant factor" or "plant water use factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

"Project applicant" means the individual or entity submitting a landscape documentation package required under section 15.92.070 to request a permit, plan check, plan review, or design review from the city. A project applicant may be the property owner or his or her designee.

"Rain sensor" or "rain sensing shutoff device" means a component that automatically suspends an irrigation event when it rains.

"Record drawing" or "as-builts" means a set of reproducible drawings that show significant changes in the work made during construction and that are usually based on drawings marked up in the field and other data furnished by the contractor.

"Recreational area" means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

"Recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

"Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters that affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated.

"Rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, plan review, or design review, meets the requirements of section 15.92.020, and the modified landscape area is equal to or greater than 2,500 square feet.

"Residential landscape" means landscapes surrounding single or multifamily homes.

"Run off" means water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

"Soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

"Soil texture" means the classification of soil based on its percentage of sand, silt, and clay.

"Special landscape area" (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

"Sprinkler head" or "spray head" means a device that delivers water through a nozzle.

"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

"Station" means an area served by one valve or by a set of valves that operate simultaneously.

"Swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

"Submeter" means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

"Valve" means a device used to control the flow of water in the irrigation system.

"Water conserving plant species" means a plant species identified as having a very low or low plant factor.

"Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

"Watering window" means the time of day irrigation is allowed.

"WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

15.92.050 Landscape documentation package—Required.

No person shall construct or install a new landscape project or rehabilitated landscape project unless a landscape documentation package for the project has been approved by the director.

15.92.060 Landscape documentation package—Submittal—Action by director.

A. Prior to construction of a landscape project, the project applicant shall submit a completed landscape documentation package to the director.

B. Prior to construction of a landscape project, the director shall:

1. Provide the project applicant with the procedures for permits, plan checks, plan reviews, or design reviews;

2. Review the landscape documentation package submitted by the project applicant;

3. Approve or deny the landscape documentation package;

4. Issue a permit or approve the plan check, plan review, or design review for the project applicant; and

5. Upon approval of the landscape documentation package, submit a copy of the water efficient landscape worksheet to the local water purveyor.

C. Upon approval of the landscape documentation package by the director, the project applicant shall:

1. Receive a permit or approval of the plan check, plan review, or design review and record the date of the permit in the certificate of completion;

2. Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or designee; and

3. Submit a copy of the water efficient landscape worksheet to the local water purveyor.

15.92.070 Landscape documentation package—Application—Contents— Fee.

A. The landscape documentation package shall include the following six elements:

1. The following project information:

a. Date of application;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet);

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, private well) and the local water purveyor if the applicant is not served by a private well;

g. Checklist of all documents in landscape documentation package;

h. Project contacts to include contact information for the project applicant and property owner; and

i. Applicant signature and date with statement: "I agree to comply with the requirements of Sacramento City Code Chapter 15.92 and submit a complete landscape documentation package."

2. The project's water efficient landscape worksheet, including the:

a. Hydrozone information table; and

b. Water budget calculations, including:

i. The maximum applied water allowance (MAWA), and

ii. The estimated total water use (ETWU);

3. A soil management report;

4. A landscape design plan;

5. An irrigation design plan; and

6. A grading design plan.

B. The package shall be accompanied by payment of the nonrefundable landscape document package application fee.

15.92.080 Water efficient landscape worksheet.

A. A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B, that contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the ETAF for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

1. In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A.

B. Water budget calculations shall adhere to the following requirements:

1. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources. The plant factor ranges from 0 to 0.1 for very low water using plants, from 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

2. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

3. All special landscape areas shall be identified and their water use calculated as shown in Appendix B.

4. ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.090 Soil management report.

To reduce runoff and encourage healthy plant growth, the project applicant, or the project applicant's designee, shall complete, submit, and implement a soil management report as provided in this section.

A. Submit soil samples to a laboratory for analysis and recommendations, in accordance with the following:

1. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

2. The soil analysis shall include:

a. Soil texture;

b. Infiltration rate determined by laboratory test or soil texture infiltration rate table;

c. pH;

d. Total soluble salts;

e. Sodium;

f. Percent organic matter; and

g. Recommendations.

3. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

B. The project applicant, or the project applicant's designee, shall comply with one of the following:

1. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the landscape documentation package; or

2. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the certificate of completion.

C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

D. The project applicant, or the project applicant's designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with the certificate of completion.

15.92.100 Landscape design plan.

A. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the

following design criteria shall be submitted as part of the landscape documentation package.

1. Plant Material

a. Any plant may be selected for the landscape, providing the estimated total water use in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:

i. Protection and preservation of native species and natural vegetation;

ii. Selection of water-conserving plant, tree, and turf species, especially local native plants;

iii. Selection of plants based on local climate suitability, disease and pest resistance;

iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and selection of plants from local and regional landscape program plant lists.

v. Selection of plants from local fuel modification plan guidelines.

b. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in section 15.92.110.A.2.d.

c. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

i. Use the Sunset Western Climate Zone System, that takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and

iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

d. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means one foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 = slope percent).

e. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

f. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required under California Public Resources Code section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

g. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

h. The architectural guidelines of a common interest development shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

2. Water Features

a. Recirculating water systems shall be used for water features.

b. Where available, recycled water shall be used as a source for decorative water features.

c. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

d. Pool and spa covers are highly recommended.

3. Soil Preparation, Mulch, and Amendments

a. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

b. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see section 15.92.090).

c. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six

inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

d. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.

f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

g. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other provisions of the city code.

B. The landscape design plan, at a minimum, shall:

1. Delineate and label each hydrozone by number, letter, or other method;

2. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

3. Identify recreational areas;

4. Identify areas permanently and solely dedicated to edible plants;

5. Identify areas irrigated with recycled water;

6. Identify type of mulch and application depth;

7. Identify soil amendments, type, and quantity;

8. Identify type and surface area of water features;

9. Identify hardscapes (pervious and non-pervious);

10. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to chapter 13.16 (stormwater management and discharge control) and the Central Valley Regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section 15.92.200.

11. Identify any applicable rain harvesting or catchment technologies as discussed in section 15.92.200 and their 24-hour retention or infiltration capacity;

12. Identify any applicable graywater discharge piping, system components and areas of distribution;

13. Contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them for the efficient use of water in the landscape design plan"; and

14. Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agriculture Code.)

15.92.110 Irrigation design plan.

A. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the landscape documentation package.

1. Irrigation System

a. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which California Water Code section 535 applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:

i. A customer service meter dedicated to landscape use provided by the local water purveyor; or

ii. A privately owned meter or submeter.

b. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

c. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

i. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

ii. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

d. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

e. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

f. Backflow prevention devices approved by the director and in compliance with section 13.04.240 of this code shall be required to protect the water supply from contamination by the irrigation system.

g. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5,000 square feet or larger.

h. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

i. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

j. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

k. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

l. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in section 15.92.080 regarding the maximum applied water allowance.

m. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

n. The project applicant shall consult with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

o. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

p. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

q. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

r. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

s. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

t. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

u. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

i. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

ii. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

iii. The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package and clearly demonstrates strict adherence to irrigation system design criteria in section 15.92.110.A.1.i. Prevention of overspray and runoff must be confirmed during the irrigation audit.

v. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

1. Hydrozone

a. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

b. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

c. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

d. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

i. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

ii. The plant factor of the higher water using plant is used for calculations.

e. Individual hydrozones that mix high and low water use plants shall not be permitted.

f. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B, Section A). This table can also assist with the irrigation audit and programming the controller.

B. The irrigation design plan, at a minimum, shall contain:

1. The location and size of separate water meters for landscape;

2. The location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

3. The static water pressure at the point of connection to the public water supply;

4. The flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

5. The recycled water irrigation systems as specified in section 15.92.180;

6. The following statement: “I have complied with the criteria of Chapter 15.92 of the Sacramento City Code and applied them accordingly for the efficient use of water in the irrigation design plan”; and

7. The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agricultural Code.)

15.92.120 Grading design plan.

A. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as

part of the landscape documentation package. A grading plan prepared by a civil engineer that meets the minimum criteria specified in this section and submitted pursuant to chapter 15.88 (grading, erosion, and sediment control) satisfies this requirement.

1. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

a. Height of graded slopes;

b. Drainage patterns;

c. Pad elevations;

d. Finish grade; and

e. Stormwater retention improvements, if applicable.

2. The grading design plan shall contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

B. The project applicant shall comply with any additional requirements specified in chapter 15.88 and any regulations or other requirements adopted to implement or administer chapter 15.88.

15.92.130 Certificate of completion.

A. A certificate of completion in substantial conformance with Appendix C shall include the following six elements:

1. Project information sheet that contains:

a. Date;

b. Project name;

c. Project applicant name, telephone, and mailing address;

d. Project address and location; and

e. Property owner name, telephone, and mailing address;

2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;

a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

3. The irrigation scheduling parameters used to set the controller (see section 15.92.140);

4. The landscape and irrigation maintenance schedule (see section 15.92.150);

5. The irrigation audit report (see section 15.92.160); and

6. The soil analysis report (if not submitted with the landscape documentation package) and documentation verifying implementation of soil report recommendations (see section 15.92.090).

B. The project applicant shall:

1. Submit the signed certificate of completion to the city for review; and

2. Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.

C. The director shall approve or deny the certificate of completion. If the certificate of completion is denied, the director shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

15.92.140 Irrigation scheduling.

A. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

1. Irrigation scheduling shall be regulated by automatic irrigation controllers.

2. Overhead irrigation shall be scheduled in accordance with the requirements of article XI of chapter 13.04 (outdoor water conservation).

3. For implementation of the irrigation schedule, particular attention shall be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to the MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data or soil moisture sensor data.

4. Parameters used to set the automatic controller shall be developed and submitted with the certificate of completion for each of the following:

a. The plant establishment period;

b. The established landscape; and

c. Temporarily irrigated areas.

5. Each irrigation schedule shall consider for each station all of the following that apply:

a. Irrigation interval (days between irrigation);

b. Irrigation run times (hours or minutes per irrigation event to avoid runoff);

c. Number of cycle starts required for each irrigation event to avoid runoff;

d. Amount of applied water scheduled to be applied on a monthly basis;

e. Application rate setting;

f. Root depth setting;

g. Plant type setting;

h. Soil type;

i. Slope factor setting;

j. Shade factor setting; and

k. Irrigation uniformity or efficiency setting.

15.92.150 Landscape and irrigation maintenance schedule.

A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.

B. A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

D. A project applicant is encouraged to implement established landscape industry sustainable best practices for all landscape maintenance activities.

15.92.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

A. All landscape irrigation audits shall be conducted by a city landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

B. In large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

C. For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in section 15.92.020:

1. The project applicant shall submit an irrigation audit report with the certificate of completion to the city that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

2. The director shall develop and administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

15.92.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

15.92.180 Recycled water.

A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws.

C. Landscapes using recycled water are considered special landscape areas. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to chapters 16 and 16A of part 5 of the California Code of Regulations.

15.92.200 Stormwater management and rainwater retention.

A. Stormwater management practices minimize runoff and increase infiltration, which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

B. Project applicants shall comply with all applicable provisions of chapter 13.16 of this code and any regulations or other requirements adopted to implement or administer chapter 13.16.

C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration as required by section 15.92.100.A.3.

D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: (1) the one inch, 24-hour rain event; or (2) the 85th percentile, 24-hour rain event, or additional capacity as required by any applicable local, regional, state, or federal regulation.

E. It is recommended that stormwater projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.

3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.

4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.

7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

15.92.210 Model homes.

All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.

A. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed in accordance with this chapter; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

15.92.220 Provisions for existing landscapes.

A. This section applies to existing landscapes over one acre in size that were installed before December 1, 2015.

B. For existing landscapes that have metered water service, the city may conduct or may require the property owner to provide irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).

C. For existing landscapes that do not have metered water service, the city may conduct or may require the property owner to provide irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary to prevent water waste.

D. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

15.92.230 Effective precipitation.

The director may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equations to calculate maximum applied water allowance:

A. For residential areas: MAWA= (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)]; or

B. For non-residential areas: MAWA= (ETo-EPPT) (0.62) [(0.45 x LA) + (0.55 x SLA)].

15.92 Appendix A. Reference evapotranspiration (ETo) table.

City of Sacramento	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	.9

15.92 Appendix B. Sample water efficient landscape worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]***Hydrozone #/Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]***Irrigation Method***
overhead spray or drip

[c]***Irrigation Efficiency***
0.75 for spray head
0.81 for drip

[d]***ETWU*** **(Annual Gallons Required)**
= *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]***MAWA (Annual Gallons Allowed) =*** *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

15.92 Appendix C. Sample certificate of completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see

that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

_____

Property Owner Signature _____ Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the city _____
2. Date the Landscape Documentation Package was approved by the city _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the Chapter 15.92 of the Sacramento City Code and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule the controller per section 15.92.140 of the Sacramento City Code.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per section 15.92.150 of the Sacramento City Code.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per section 15.92.160 of the Sacramento City Code.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per section 15.92.090 of the Sacramento City Code.

Attach documentation verifying implementation of recommendations from soil analysis report per section 15.92.090 of the Sacramento City Code.

15.92 Appendix D. Prescriptive compliance option.

A. In accordance with section 15.92.020.B, this appendix contains the prescriptive measures that a project may comply with as an alternative to complying with the other provisions of this chapter.

B. Compliance with the following is mandatory and must be documented on a landscape plan to use the prescriptive compliance option:

1. A landscape documentation package that includes the following elements:

a. Date;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet), including a breakdown of turf and plant material;

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

g. Contact information for the project applicant and property owner; and

h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to Chapter 15.92 of the Sacramento City Code."

2. A compost rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

3. Plant material that complies with all of the following:

a. For residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water. For non-residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

b. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contra-indicated.

4. Turf that complies with all of the following:

a. Turf does not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

b. Turf shall not be planted on sloped areas that exceed a slope of one foot vertical elevation change for every four feet of horizontal length;

c. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

5. Irrigation systems that comply with the following:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

b. Irrigation controllers shall be of a type that does not lose programming data in the event the primary power source is interrupted.

c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014 – "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

f. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

6. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeter that measures landscape water use.

C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

05

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00988

Title: Contract: 19th and Q Street Park Community Garden (L19011900)

Location: District 4

Recommendation: Pass a Motion 1) approving the construction plans and specifications for 19th and Q Street Community Garden Park project (L19011900); 2) awarding the contract to PBM Construction for an amount not to exceed $216,589; 3) authorizing the City Manager or City Manager's designee to execute the contract with PBM Construction for an amount not to exceed $216,589.

Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department
Division: Park Development Services
Dept ID: 19001121
Attachments:
1-Description/Analysis
2-Background
3-Location Map
4-Master Plan
5-Contract

City Attorney Review

Approved as to Form
Sheryl Patterson
11/9/2015 8:57:57 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 11/3/2015 2:26:14 PM

Description/Analysis

Issue Detail: The Department of Parks and Recreation is seeking approval to award a contract to PBM Construction for development of a community garden for the 19th and Q Street Park, named as Truitt Park, which is located in District 4. The contract amount is not-to-exceed $216,589. The development will consist of demolition, grading, concrete walkways and curbs, concrete seat wall, storage shed, compost bins, decomposed granite and brick paving, tubular steel fencing, irrigation system, landscaping and site furniture.

The formal bid process for this project has been completed and PBM Construction has been selected as the lowest responsible and responsive bidder.

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

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

Economic Impacts: This park construction project, which totals $216,589, is expected to create 1.5 total jobs (0.9 direct jobs and 0.6 additional jobs through indirect and induced activities). Furthermore, it will create $133,730 in total economic output ($84,291 of direct output and another $49,439 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has determined that the proposed project is exempt from CEQA under Section 15303(3) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). Exemption 15303(3) consists of construction of small accessory structures.

Sustainability: The 19th and Q Street Park Community Garden project has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of recycled materials, drought-tolerant planting to minimize water use, and use of local vendors.

Commission/Committee Action: None

Rationale for Recommendation: The formal bidding process for the 19th and Q Street Park Community Garden project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on October 14, 2015. Staff received four bids and the results are listed below:

CONTRACTOR	Base Bid	Additive Alternates	Total Bid	LBE %
PBM Construction	$185,026	$31,563	$216,589	33.5
Olympic Land Construction	$206,000	$19,200	$225,200	85.4
American Construction Engineers	$219,100	$16,500	$235,600	5.8

Saenz Landscape Construction	$218,578	$34,602	$253,180	38.5

The Engineer's Estimate for the base bid of this project was $190,644.

Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that PBM Construction had the lowest, responsible base bid and is a responsible bidder.

Financial Considerations: There are sufficient funds in the 19th and Q Street Park Community Garden project (L19011900) to award the contract.

Development of parks creates an ongoing cost for park maintenance and utilities are based on the size of the park. The normal annual maintenance cost for this additional 0.18 acres of park development is approximately $15,000 per acre or $2,700.

There has been no augmentation to the Department of Parks and Recreation's operating budget for maintenance or water and utility costs.

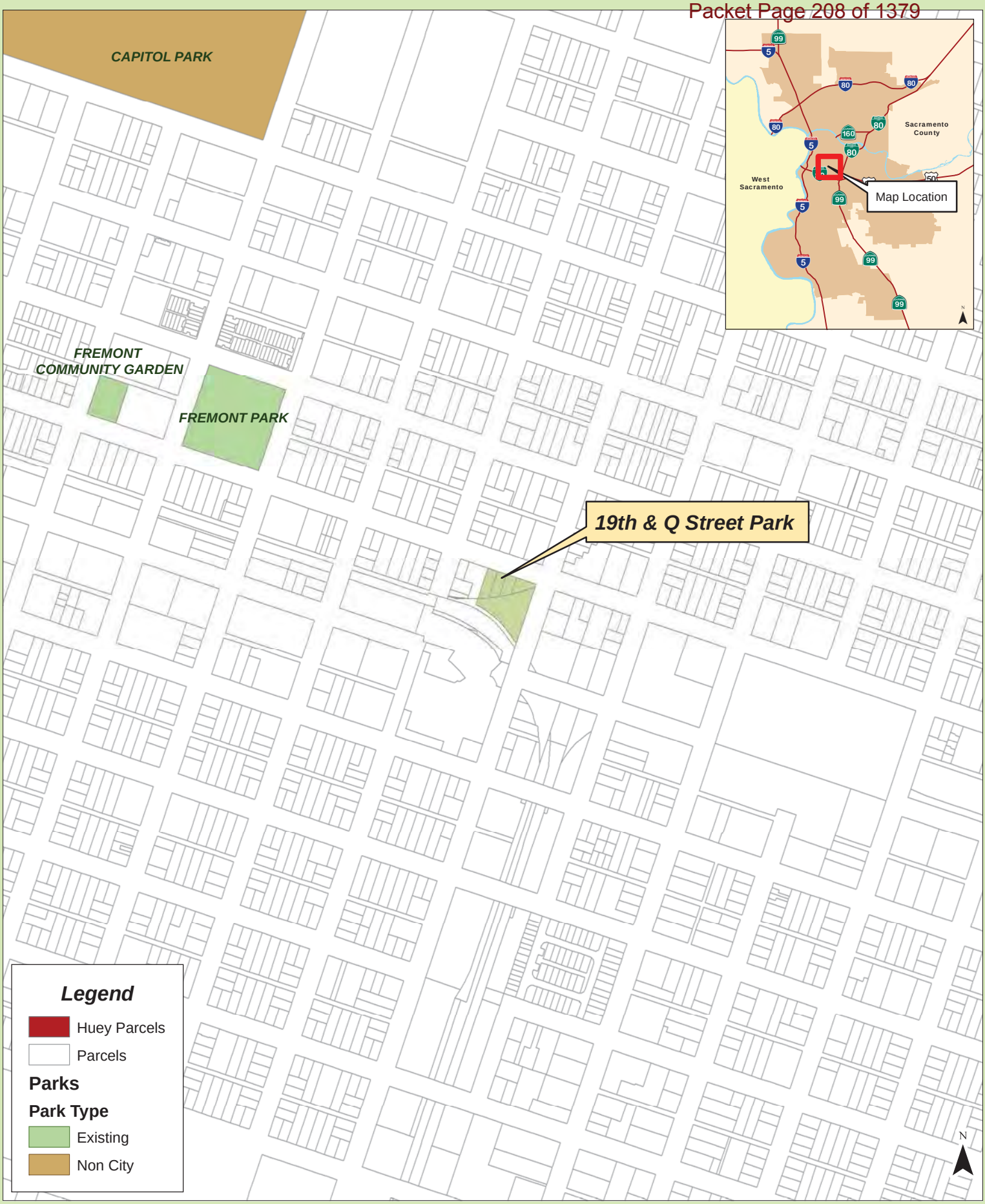
Local Business Enterprise (LBE): At an LBE percentage of 33.5%, PBM Construction exceeded the 5% LBE participation requirement.

Background:

19th and Q Street Park is a 0.9-acre neighborhood park located at 1814 Q Street in the Central City area of Sacramento in Council District 4.

19th and Q Street Park Master Plan was reviewed and supported by the Citizen's Parks and Recreation Commission on April 5, 2012, and approved by City Council on May 29, 2012 in Resolution 2012-152. The park master plan was amended to include a small and large dog park and was reviewed and supported by the Parks and Recreation Commission on September 3, 2015, and approved by City Council on September 29, 2015. On that date the City Council also approved naming the park for Brooks Truitt.

Construction of the 19th and Q Street Park Community Garden project is expected to be completed March 2016.



City of Sacramento
Department of Parks and Recreation
R Street Corridor Park Acquisition

O:\GIS_Projects\Parks\R_St_acquisition - Huey Parcels.mxd January 22, 2009 jch

LIGHT POLE FIXTURES

NATIVE/ADAPTED PLANTINGS

CUSTOM INFORMATION PANELS

CUSTOM BENCH

BIKE RACK

6' HT. CUSTOM DOG PARK FENCE

DOG PARK FURNISHINGS

SCULPTURE SHADE STRUCTURE

DOUBLE ENTRY GATE

INTERACTIVE ENTRY SIGNAGE

PLAZA PAVING - UNIT PAVERS

19TH AND Q STREET PARK

MASTER PLAN

1" = 20'-0"

0' 10' 20' 40'

QUADRIGA

landscape architecture and planning
sacramento | santa rosa | san francisco

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES Meeting: 11-17-15

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Public Project PO Type: Formal Bid-Construction $ Not to Exceed: $216,589.00	Attachment: Original No.: Original Doc Number:
Other Party: PBM Construction, Inc.	Certified Copies of Document::
Project Name: 19th & Q Street Park Community Garden	Deed: ☐ None ☐ Included ☐ Separate
Project Number: L19011900 Bid Transaction #: B16190021006	LBE: 5%

Department Information

Department: Parks and Recreation

Division: PPDS

Project Mgr: DENNIS DAY

Supervisor: GARY HYDEN

Contract Services: Tim Hopper

Date: 9-24-15

Division Mgr: GARY HYDEN

PM Phone Number: 808-7633

Org Number: 19001121

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	TH FOR DD	11-3-15
Accounting:		
Contract Services:	Tim Hopper	11-2-15
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	Sheryl Patterson	11-4-15

☒ Call Tim Hopper x8173 ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
PAMELA SLOAN Interim Department Director:		
City Mgr: yes ☒ No ☐		

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

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

City of SACRAMENTO
Parks and Recreation

B16190021006

CONTRACT SPECIFICATIONS
FOR
19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)

Plans Attached

For Pre-Bid Information Call:
DENNIS DAY, Project Manager
(916) 808-7633

Bids to be received before
2:00 PM, Wednesday,
OCTOBER 14, 2015
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: $171,724.00- $190,644.00

Construction Time: THIRTY (30) WORKING DAYS PLUS THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm

h:\documents\contract mgmt\19th & q park community garden\contract docs_planet bids\04- cover letter.docx

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City of Sacramento
Formal Bid / Proposal Delivery Options

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

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

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

Updated 9/24/2015 @ 10:50:00 AM

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **OCTOBER 14, 2015** and will be opened as soon thereafter as business allows, in the 2nd floor Hearing Room, Historic City Hall for:

19TH & Q STREET PARK COMMUNITY GARDEN (L19011900)

as set forth in the Contract Documents.

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

19TH & Q STREET PARK COMMUNITY GARDEN (L19011900)

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

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

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

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

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

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of

the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]
FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
    - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
    - Must have Contractors State License Board license if applicable to trade.
    - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
    - Must not be under federal or state debarment.
    - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - This requirement will be phased in as follows:
        - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
        - Will apply to any new projects awarded on or after April 1, 2015
        - May apply to other projects as determined by Labor Commissioner
        - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
    - The Labor Commissioner may make exception to this requirement for
        - Projects covered by qualifying project labor agreement
        - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
    - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

PBM CONSTRUCTION, INC.
Name of Contractor

4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA
Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

Signature of Authorized Representative

10.26.2015
Date

GREG TORNBERG
Print Name

VICE PRES. / SEC.
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

B16190021006

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

City of SACRAMENTO
Parks and Recreation

19TH and Q STREET PARK COMMUNITY GARDEN (L19011900)

B16190021006

ADDENDUM #2

October 9, 2015

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid 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 Invitation for 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, in the proposal response submitted; or
(b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thpopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, DENNIS DAY, at dday@cityofsacramento.org or at 916.808.7633.

Very truly yours,

T. Hopper

Tim Hopper
Contracts & Compliance Specialist

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Bid Number: B16190021006

ADDENDUM #2 DATE: October 9, 2015

19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)

Item #1- LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

1. **The Local Business Enterprise (LBE) Participation Requirements are revised and the current participation requirements are attached.**

THE ORIGINAL BID DUE DATE OF October 14, 2015, REMAINS THE SAME.

UNCHANGED PORTIONS OF THE PLANS AND SPECIAL PROVISIONS REMAIN IN EFFECT.

Cc: File

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LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under $100,000			Contracts $100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
    a. a principal business office or workspace; or
    b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

City of SACRAMENTO
Parks and Recreation

19TH and Q STREET PARK COMMUNITY GARDEN (L19011900)

B16190021006

ADDENDUM #1

September 29, 2015

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid 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 Invitation for 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, in the proposal response submitted; or
(b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thpopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, DENNIS DAY, at dday@cityofsacramento.org or at 916.808.7633.

Very truly yours,

Tim Hopper
Contracts & Compliance Specialist

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Bid Number: B16190021006

ADDENDUM #1 DATE: September 29, 2015

19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)

Addendum #1 includes:

1. **Bid Proposal and Schedule of Values - Correction:**

   Replace the original Bid Proposal with the Revised Bid Proposal dated 9/29/15, attached.
   Replace the original Schedule of Values (SOV) with the Revised SOV dated 9/29/15, attached.

2. **Specification - Correction:**

   Add the following specification:

   Item No. A3 – Concrete Driveway to Construct
   This item shall consist of furnishing and constructing a 6" thick Concrete Driveway as shown on the plans in conformity with Sections 10, 13, 19, 24 and 38, detail T-22 of the Standard Specifications and as amended by these Special Provisions and the manufacturers specifications.

   A. Driveway Permit -The Contractor shall be responsible for applying for, paying $250 permit fee, and obtaining permit from the a City of Sacramento Driveway Permit from the Department of Public Works, Development Engineering, 300 Richards Blvd. 3rd Floor. Work may not begin until after the City permit is issued. For Driveway Permit application and additional information refer to: www.cityofsacramento.org/Public-Works/Engineering-Services/Permits/Encroachment-Permits.

   B. Traffic Control Plan shall be prepare by the Contractor and will be required with the Driveway permit application.

   C. Demolition shall consist of saw cutting and removing the existing pavement, curb and gutter in conformance with Section 13-3 and 24-14 of the Standard Specifications. Asphalt road shall be repaired per City Specifications. The Contractor shall remove all resulting debris from the project site.

   D. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

   E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

   F. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

   G. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of the

Standard Specifications and Section 39 of the State Standard Specifications.

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

3. **Plan - Correction:**

Replace the plan sheets L3- Layout and Planting Plan, L4-Irrigation Plan, and sheets L5 and L6 Construction Details, with the replace plan sheet L3-Revised Layout and Planting Plan, L4-Revised Irrigation Plan, and sheets L5 and L6 Revised Construction Details, all dated 9/29/15, attached.

THE ORIGINAL BID DUE DATE OF October 14, 2015, REMAINS THE SAME.

UNCHANGED PORTIONS OF THE PLANS AND SPECIAL PROVISIONS REMAIN IN EFFECT.

Cc: File

h:\documents\contract mgmt\19th & q park community garden\addendums\addendum 1\addendum#1_9-29-15.doc

CONTRACTOR NAME: _____

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:

19th and Q ST. PARK COMMUNITY GARDEN
(L19011900)

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	Temporary Construction Fence to Install	1	LS	$	$
2	Clearing and Grubbing	1	LS	$	$
3	Demolition	1	LS	$	$
4	Erosion Control for projects less than 1 acre	1	LS	$	$
5	Construction Staking	1	LS	$	$
6	Site Grading	1	LS	$	$
7	Aggregate Base to Place	1	LS	$	$
8	6" Concrete Flatwork to Construct	1	LS	$	$
9	18" Colored Concrete Band to Construct	1	LS	$	$
10	Stabilized Decomposed Granite Pavement to Place	1	LS	$	$
11	9" Concrete Mow Strip to Construct	1	LS	$	$

12	6" Raised Curb to Construct	1	LS	$	$
13	Accessible Raised Planter to Construct	1	LS	$	$
14	Double Swing Tubular Steel Gates to Install	1	LS	$	$
15	4' Wide Arch Gate to Install	1	LS	$	$
16	6' High Tubular Steel Fence	1	LS	$	$
17	Community Garden Entry Sign	1	LS	$	$
18	2" x 4" Trex Header to Place	1	LS	$	$
19	Imported Topsoil	1	LS	$	$
20	Compost Bins	1	LS	$	$
21	8' x 10' Tuff Shed to Install	1	LS	$	$
22	Park Rules Sign to Install	1	LS	$	$
23	Picnic Tables to Install	1	LS	$	$
24	Metal Bug Shapes to Install	1	LS	$	$
25	Irrigation Water Tap, Meter and Development Fees	1	LS	$	$
26	Automatic Irrigation System	1	LS	$	$
27	Hose Bib System to Install	1	LS	$	$
28	Trees to Plant (24" Box)	1	LS	$	$
29	Shrub and Groundcover Areas to Plant	1	LS	$	$
30	Landscape Weed Fabric to Place	1	LS	$	$
31	Bark Mulch to Place	1	LS	$	$
32	Plant Establishment (30 Days)	1	LS	$	$
33	Leaf Shades to Install	1	LS	$	$

34	Concrete Lady Bug to Install	1	LS	$	$
35	Chimes to Install	1	LS	$	$
36	Message Board to Install	1	LS	$	$
				BASE BID SUBTOTAL	**$**

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Brick Paving to Construct	1	LS	$	$
A2	Seat Wall to Construct	1	LS	$	$
A3	Concrete Driveway to Construct	1	LS	$	$
				ADDITIVE ALTERNATE SUBTOTAL	**$**
				BASE BID PLUS ADDITIVE ALTERNATE TOTAL	**$**

CONTRACTOR NAME: TOTAL $

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance 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 (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABILSHMENT PERIOD.** The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: 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 Bid Proposal. When such a mathematical error appears on the face of

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

BIDDER'S DECLARATION

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

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

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

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

FOR CITY USE ONLY

BID BOND SECURITY
- ☐ *Properly Signed*
- ☐ *Improperly Signed*
- ☐ *Not Included*
- ☐ *Not Required*

TYPE OF DEPOSIT
- ☐ *Bid Bond*
- ☐ *Cashier/Certified Check*
- ☐ *Other* _____

Initial: _____

CONTRACTOR:

By: _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____
Fax No. _____
EMAIL ADDRESS _____
Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No._____ Type _____

Expiration Date _____

Tax I.D. Nos.- Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

SCHEDULE OF VALUES

REVISED BY ADDENDUM 1- 9-29-15

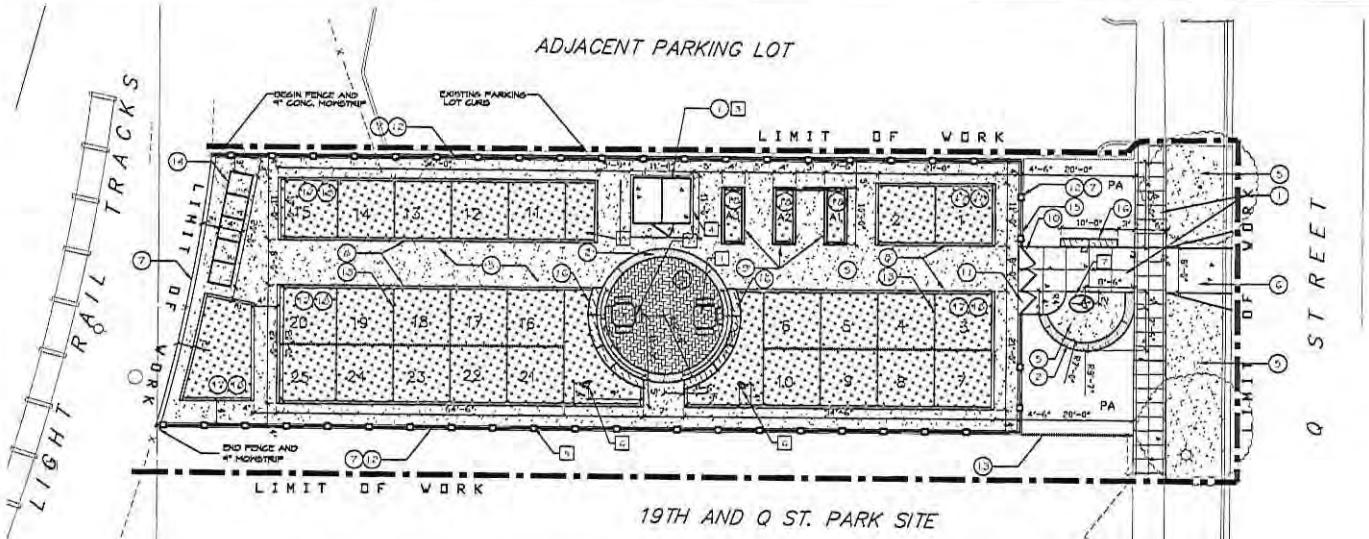
City of SACRAMENTO
Parks and Recreation

PROJECT NAME: 19TH AND Q ST. PARK COMMUNITY GARDEN
CONTRACT NO:
CITY PROJ. NO: L19011900
FUNDING:
CONTRACTOR:
ADDRESS: x
x
PHONE NO: (916) x

Pay Request Number	1
Work Performed Thru	1/31/2001
Date Pay Request was Submitted	2/1/2001
Number of Contract Days Expended	30

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
2	Clearing and Grubbing	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
3	Demolition	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
4	Erosion Control for projects less than 1 acre	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
5	Construction Staking	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
6	Site Grading	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
7	Aggregate Base to Place	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
8	6" Concrete Flatwork to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
9	18" Colored Concrete Band to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
10	Stabilized Decomposed Granite Pavement to Place	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
11	9" Concrete Mow Strip to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
12	6" Raised Curb to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
13	Accessible Raised Planter to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
14	Double Swing Tubular Steel Gates to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
15	4' Wide Arch Gate to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
16	6' High Tubular Steel Fence	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
17	Community Garden Entry Sign	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
18	2" x 4" Trex Header to Place	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
19	Imported Topsoil	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
20	Compost Bins	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
21	8' x 10' Tuff Shed to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
22	Park Rules Sign to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
23	Picnic Tables to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
24	Metal Bug Shapes to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
25	Irrigation Water Tap, Meter and Development Fees	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
26	Automatic Irrigation System	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
27	Hose Bib System to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		

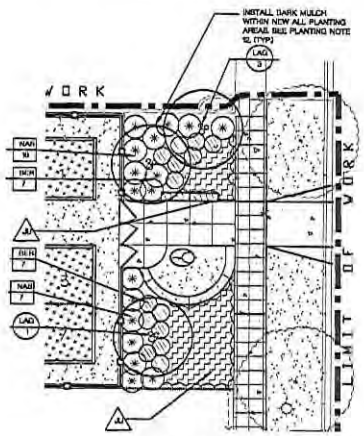
Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
28	Trees to Plant (24" Box)	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
29	Shrub and Groundcover Areas to Plant	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
30	Landscape Weed Fabric to Place	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
31	Bark Mulch to Place	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
32	Plant Establishment (30 Days)	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
33	Leaf Shades to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
34	Concrete Lady Bug to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
35	Chimes to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
36	Message Board to Install	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
A1	Brick Paving to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
A2	Seat Wall to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
A3	Concrete Driveway to Construct	1	LS	$1.00	$1.00				1.00	$1.00	1.00	$1.00		
51	CCO#1												1.00	
35	CCO#2												1.00	$1.00
36	CCO#3												1.00	$1.00
37	CCO#4												1.00	$1.00
		Original Contract Amount			$36.00									
		CCO Adjusted Contract Amount				$36.00	Previous Total		Total This Estimate	$39.00	Total to Date	$39.00	Balancing Total	$3.00
							Previously Paid							



LAYOUT PLAN

SCALE: 1" = 10'-0"

NORTH



PLANTING PLAN

SCALE: 1" = 10'-0"

NORTH

LAYOUT NOTES

1. HORIZONTAL CONTROL: REF. CITY OF SACRAMENTO FIELD BOOK 1461 PG 28-30.
2. THE DATUM IS BASED ON THE CALIFORNIA COORDINATES SYSTEM, NORTH AMERICAN DATUM (NAD) 1983, ZONE II UTILIZING COORDINATES FROM RECORD OF SURVEY 63 PAGE 29, CALIBRATION POINTS 63301, 63302, 63303, 63402, 63404 63501, 63503. CF=0.999999037DIVIDE DISTANCE TO OBTAIN GROUND. BASIS OF BEARINGS: Q STREET BETWEEN 17TH AND 18TH STREETS N72°03'19"W 401.41'REC (N36°35'28" N 71°03'05"W 401.35' MEAS. NAD83 KP. 43K5.20, 17M12. 20061523 PG 1058, 20060526 PG 0706, 20060111 PG 0893, 20060628 PG 0915, 670227 PG 1853, 891114PG0386, 0300.0330, 241PG 131, 19990422 PG 0634, CITY OF SACRAMENTO FIELD BOOK 1455 PG 17.
3. VERTICAL CONTROL: BM297-05A, ELEV. 17.23'(', BLTL NAIL LIGHT IN TRAFFIC LIGHT BASE, NE CORNER OF 16TH AND Q STREETS. NAVD 29. UNADJUSTED PER CITY CITY CHARTER.
4. WRITTEN DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE PARK CONSTRUCTION INSPECTOR PRIOR TO INSTALLATION. ALL DIMENSIONS ARE TO INSIDE EDGE OF CONCRETE PLATWORK/MOWSTRIP, FACE OF CURB, OR CENTER POINT OF RADIUS. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS BETWEEN POINT STATIONS ALONG WALKWAY.
5. VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY PARK CONSTRUCTION INSPECTOR IF THERE ARE SUBSTANTIAL DISCREPANCIES.
6. ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. SOME MATERIALS MAY REQUIRE SEVERAL WEEKS OR MONTHS ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.

EQUIPMENT KEY NOTES (E.K.N.)

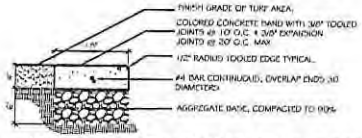
1. ACCESSIBLE PICNIC TABLE - WABASH VALLEY URBANSCAPES, CAMDEN COLLECTION 42" ROUND TABLE, WITH 3 SEATS, SURFACE MOUNTED, WITH MOUNTING-PLATE COVER AND ROUND PERFORATIONS. DAVID ORZEFF CO., CONTACT JEFF WHITMAN, OFFICE (925) 994-2075, FAX (800) 621-1629. COLOR: HAZELNUT POWDER-COATING, QTY: 1
2. PICNIC TABLE - WABASH VALLEY URBANSCAPES, CAMDEN COLLECTION 42" ROUND TABLE, WITH 4 SEATS, SURFACE MOUNTED, WITH MOUNTING-PLATE COVER AND ROUND PERFORATIONS. DAVID ORZEFF CO., CONTACT JEFF WHITMAN, OFFICE (925) 994-2075, FAX (800) 621-1629. COLOR: HAZELNUT POWDER-COATING, QTY: 1
3. STORAGE SHED - TUFF SHED, MODEL: PREMIER PRO SERIES, PRO RANCH, SIZE: 10' X 12', PAINTED SHED, WITH OPTIONS ORGANIZATION PACKAGE, TURBINE VENT, RIDGE VENT, RADIANT BARRIER ROOF DECKING, 30 YEAR SHINGLE UPGRADE, AVAILABLE THROUGH TUFF SHED, PHONE (916) 483-8833, COLORS: BODY: OMONSUN, TRIM: SWISS COFFEE, SHINGLES COLOR: BROWN WOOD. CONTRACTOR TO COORDINATE THE PLACEMENT OF 1/2" BOLTS WITH TUFF SHED REPRESENTATIVE PRIOR TO POURING CONCRETE SLAB.
4. MESSAGE BOARD - LARGE WALL MOUNTED MESSAGE BOARD 42" W X 28.25" H X 5.5" DEPTH, MADE OF RECYCLED PLASTIC BOARDS WITH UPGRADED RECYCLED RUBBER TACKBOARD, ACRYLIC FRONT DOORS, 10 YEAR GUARANTEE, SINGLE SIDED WALL MOUNT, MODEL #MC-3010, BY DARCO PRODUCTS. CONTACT DARCO PRODUCTS AT (800) 338-2697, OR WWW.DARCOPRODUCTS.COM. COLOR: BROWN, QTY: 1
5. BUS SHAPES - APPROX. 36" X 36", METAL SHAPES, POWDER-COATED PER DETAIL 2B16, FABRICATED BY CONTRACTOR, AND WELDED TO THE FENCE PANELS, IN THE LOCATION TO BE DETERMINED IN THE FIELD BY BY THE LANDSCAPE ARCHITECT. QTY: 10.
6. LEAF SHAPE - LITTLE FIRES COMMERCIAL, 10' TALL POLE/LEAF, POWDER COATED, ALL ABOUT PLAY, CONTACT KRISTIN FEITY AT (916) 207-1555, OR KRISTIN@PLAYGROUNDPROS.COM. COLOR: TO BE DETERMINED, QTY: 2.
7. CONCRETE LADY BUG SCULPTURE - BY EMBROOK, 52" L X 37" W, WITH ATTACHED CONCRETE PAD, AND PAINTED. CONTACT: BRIDGET MAUK OF MIRACLE PLAYSYSTEMS AT (916) 317-0946, OR BRIDGET@MIRACLEPLAYGROUP.COM. QTY: 1
8. CHIMES - FREENOTES HARMONY PARK, MODEL: GRIFFIN, WITH 14 NOTE RESONATE METALOPHONE, ALUMINUM CHIMES, 2 MALLETS, 2 BROWN RECYCLED PLASTIC POSTS FOR INGROUND MOUNT. CONTACT GARY MINDBLOOM OF NSPS, AT (530) 244-6116, OR GARY@NSPS.COM. QTY: 1

KEY NOTES (K.N.)

1. CONCRETE PLATWORK, TO CONSTRUCT PER DETAIL 1A5.
2. 18" BAND COLORED CONCRETE PLATWORK PER DETAIL 1L3. DAVID COLORS: ADOBE-G1076.
3. BRICK PAVING ON CONCRETE PLATWORK, TO PLACE PER DETAIL 7L5. MUDDOX BRICK COLOR: RAILROAD BLEND.
4. SCORE LINE AND EXPANSION JOINTS TO INSTALL PER DETAIL 2L5.
5. 4" STABILIZED DECOMPOSED GRANITE PAVING PER DETAIL 6L5.
6. 8' WIDE CONCRETE DRIVEWAY TO CONSTRUCT, 6" THICK, PER CITY OF SACRAMENTO STANDARD DETAIL T-23 & "PLANTER STRIP DRIVEWAY DETAIL".
7. 18" CONCRETE MOW STRIP TO CONSTRUCT PER DETAIL 3L5.
8. 6" RAISED CURB TO CONSTRUCT PER DETAIL 4L5.
9. ACCESSIBLE RAISED PLANTER TO CONSTRUCT PER DETAIL 5L5.
10. 8' WIDE DOUBLE SWING GATES TO CONSTRUCT PER DETAIL 1L5.
11. 4' WIDE SINGLE SWING GATE W/ KEYPAD LOCK TO CONSTRUCT PER DETAIL 1L5.
12. 6' HIGH STEEL FENCE TO CONSTRUCT PER DETAIL 1L5.
13. 2" X 4" TREX HEADER BOARD TO PLACE TO SEPARATE GARDEN PLOTS PER DETAIL 1L6.
14. FIVE (5) COMPOST BINS TO CONSTRUCT PER DETAIL 3L6.
15. PARK RULE SIGN TO INSTALL, TO INSTALLED ON FENCE ON RIGHT SIDE OF THE 4' ENTRY GATE. SIGN TO BE SUPPLIED BY CITY. QTY: 1.
16. CONCRETE SEAT WALL TO CONSTRUCT, SEE DETAIL 6L5. DAVID COLORS: SPANISH GOLD 5004.
17. FILL DIRT FROM SITE WILL NOT BE USED IN GARDEN PLOTS. RIP AND LOOSEN EXISTING SOIL WITHIN GARDEN PLOTS, TO 2" BELOW TOP OF SUBGRADE BEFORE PLACING IMPORTED 30/70 MIX. GARDEN COORDINATOR, BILL MAYNARD (916) 805-6025, SHALL REVIEW AND APPROVE GARDEN PLOTS PRIOR TO PLACEMENT OF 30/70 MIX.
18. PLACE IMPORTED TOPSOIL, 30% TOPSOIL/70% MUSHROOM COMPOST IN ALL RAISED PLANTER AND ACCESSIBLE PLANTERS, 50 THE FINISHED GRADE IS 2" BELOW TOP OF CONCRETE CURB.

1 / L3 18" COLORED CONCRETE BAND

NOT TO SCALE



PLANTING LIST

KEY	BOTANICAL NAME	WATER	SIZE	REMARKS
LAG	TREES LAGERSTROMIA INDICA 'TUSCAROKA' TUSCAROKA CRAPE MYRTLE	L	24" BOX	STANDARD
BER	SHRUBS BERBERIS 'CRIMSON PIGMY' CRIMSON PIGMY BARBERRY	L	5 GAL	3' O.C.
NAS	NASSELLA TENUISSIMA MEXICAN FEATHER GRASS	L	1 GAL	3' O.C.
JU	GROUNDCOVER JUNIPERUS H. 'PRINCE OF WALES' PRINCE OF WALES JUNIPER	L	1 GAL	4' O.C.

BARK: 3" THICK SHREDDED BARK MULCH IN LANDSCAPE PLANTED AREAS (SEE SPECIFICATIONS)

LAYOUT LEGEND

PA	PLANTING AREA
	6" RAISED CURB, SEE K.N. 6
	ACCESSIBLE CONCRETE PLANTER, SEE K.N. 7
	18" CONCRETE MOWSTRIP, SEE K.N. 8
	CONCRETE SEATWALL, SEE K.N. 16
	2" X 4" TREX HEADER, SEE K.N. 13
	6' HIGH STEEL PICKET FENCE, SEE K.N. 12
EJ	EXPANSION JOINT, SEE K.N. 4
	SCORE LINE, SEE K.N. 4
	CONCRETE PLATWORK, SEE K.N. 1
	18" COLORED CONCRETE BAND, SEE K.N. 2
	DECOMPOSED GRANITE PAVING, SEE K.N. 5
	IMPORTED 30/70 TOPSOIL MIX, SEE K.N. 6
	ALIGN
TYP.	TYPICAL
R	RADIUS
℄	CENTERLINE

811 Know what's below. Call before you dig.

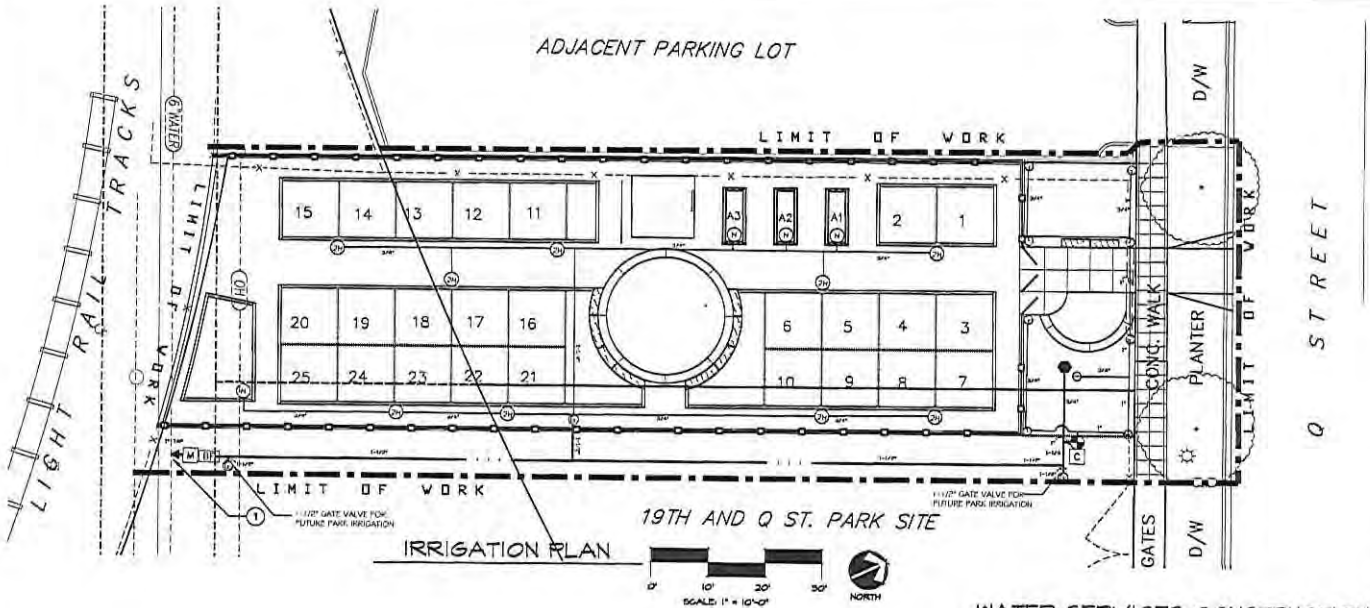
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

SACRAMENTO Parks and Recreation

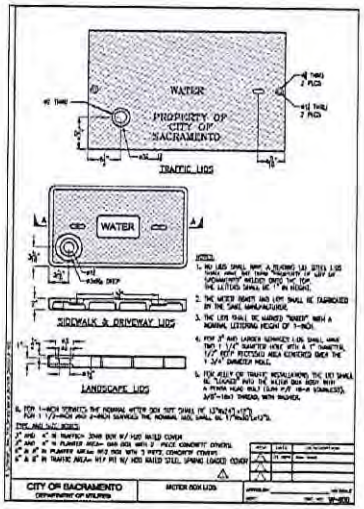
19th and Q Street Community Garden
REVISED LAYOUT & PLANTING PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT. 2014
SCALE: AS SHOWN
P. N.: L19014001
REVISIONS: REVISED PLAN 4/24/15

SHEET NO. L3 of 6

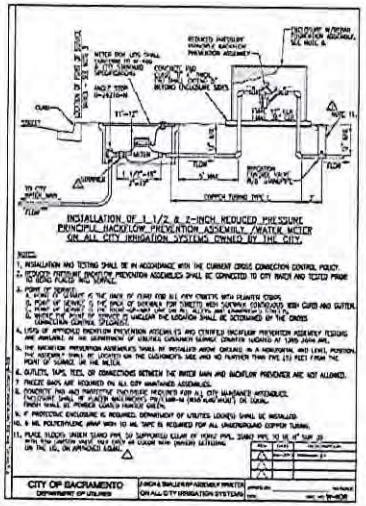


IRRIGATION PLAN



1 / L4 METER BOX

NOT TO SCALE



2 / L4 2" & SMALLER RP ASSEMBLY W/ METER

NOT TO SCALE

WATER SERVICES CONSTRUCTION NOTES

1. CITY CREWS TO TAP EXISTING 6" WATER MAIN AND INSTALL 1" IRRIGATION WATER SERVICE TAP FOR A FEE OF $1,277.00. CITY TO PROVIDE AND INSTALL 1" IRRIGATION METER FOR A FEE OF $475.00, AND A DEVELOPMENT FEE OF $2,460.79. CONTRACTOR TO EXPOSE MAIN, FOR CITY TO INSTALL TAP, EXCAVATE TRENCH TO POINT OF SERVICE, BACKFILL AND RESTORE SURFACE AS NECESSARY. CONTRACTOR TO PROVIDE AND INSTALL METER BOX, YOKE AND FITTINGS, AND INSTALL APPROVED REDUCED PRESSURE DEVICE PER CITY DTD. DWG. W-400 AND W-606. FEES SHALL BE PAID AT 300 RICHARDS BLVD., 3RD FLOOR, UTILITY DEPARTMENT.

IRRIGATION NOTES

1. SEE GENERAL NOTES ON COVER SHEET L-1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DATED JUNE 2007 AND TO ALL APPLICABLE ADDENDA AND STANDARD DRAWINGS WITH THE PROJECT SPECIFICATIONS.
4. SLEEVES:
5. A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING OR GRAVEL ROADS SHALL BE SLEEVED.
6. B. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES.
7. ALL PIPING UNDER PAVING SHALL BE INSTALLED IN SEPARATE SCH 40 SLEEVES (@ 24" MIN. DEPTH BELOW GRADE AND HAVE SAND BACKFILL 6" MIN. ABOVE AND BELOW PIPE. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCH 40. ELECTRICAL CONDUIT SHALL EXTEND 4" BEYOND EDGE OF PAVEMENT OR CURB. ALL SLEEVES & CONDUIT SHALL BE INSTALLED PRIOR TO THE PAVEMENT INSTALLATION.
8.
9. THE IRRIGATION CONTRACTOR SHALL LAYOUT ALL WORK PRIOR TO TRENCHING OPERATIONS TO DETERMINE IF MINOR MODIFICATIONS WILL BE REQUIRED. PLANTING CONTRACTOR SHALL STAKE TREE LOCATIONS PRIOR TO IRRIGATION LATERAL INSTALLATION.
10. MAINLINE SHALL BE PVC CLASS 200 RING-TITE FOR 2-1/2" & GREATER, AND PVC SCHEDULE 40 FOR LESS THAN 2-1/2" WITH SOLVENT WELD SCHEDULE 80 NIPPLES AND FITTINGS. COVER FOR MAINLINE SHALL BE 24". SOLVENT-WELD MAINLINE FITTING WITHIN SLEEVES. THRUST BLOCKS SHALL BE PROVIDED AT ALL CHANGES IN PIPE DIRECTION AS PER CITY OF SACRAMENTO STANDARD DETAIL W-103.
11. ALL PIPING, RCVS AND QCVS SHALL BE INSTALLED IN PLANTING AREA (PIPING MAY PASS UNDER PAVING AS REQUIRED). RCVS AND QCVS SHALL BE INSTALLED ADJACENT TO WALKS OR PAVING (AS PER DETAIL).
12. INSTALL SLEEVES AS NECESSARY OR AS REQUIRED AS PER PLANS. THE SLEEVES SHALL BE INSTALLED JUST PRIOR TO PLACEMENT OF BASE MATERIALS AND PAVING. BACKFILL FOR SLEEVES SHALL BE COMPACTED TO THE SPECIFIED DENSITY FOR THE SUBGRADE.
13. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
14. SEE IRRIGATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
15. SHOULD THE MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL HAND WATER ALL TREES, SHRUBS, TURF AND GROUNDCOVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. THE CONTRACTOR SHALL CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS FULLY OPERATIONAL.

CITY UTILITY GENERAL WATER NOTES

1. THE CONTRACTOR SHALL PAY ALL FEES FOR TAPS, TIE-INCONNECTIONS, AND METERS. FEES FOR TAPS, TIE-IN CONNECTIONS, AND METERS SHALL BE PAID IN ADVANCE AT THE DEPARTMENT OF UTILITIES CUSTOMER SERVICE OFFICE AT 300 RICHARDS BLVD., 3RD FLOOR. DEPARTMENT OF UTILITIES FIELD PERSONNEL SHALL NOT INSTALL TAPS UNTIL ALL FEES HAVE BEEN PAID AND SITE PIPING HAS SUCCESSFULLY PASSED PLUMBING INSPECTION.
2. ALL FEES ARE SUBJECT TO INCREASES FROM TIME TO TIME. FOR CURRENT FEE INFORMATION, CALL (916) 808-5454.
3. THE CONTRACTOR SHALL SCHEDULE ALL WATER TAPS, METER INSTALLATIONS, TIE-IN CONNECTIONS, AND WATER MAIN SHUTDOWNS WITH THE DEPARTMENT OF TRANSPORTATION, TECHNICAL SERVICES AT 808-5410. TO SCHEDULE AND COORDINATE SUCH WORKS. THE CONTRACTOR SHALL CONTACT THE DEPARTMENT OF TRANSPORTATION, TECHNICAL SERVICES AT LEAST 14 DAYS IN ADVANCE.
4. WITHOUT EXCEPTION, ALL OPENING AND CLOSING OF VALVES ON EXISTING CITY WATER MAINS SHALL BE PERFORMED BY DEPARTMENT OF UTILITIES FIELD PERSONNEL.
5. BACKFLOW ASSEMBLIES SHALL BE FURNISHED, INSTALLED AND TESTED BY THE CUSTOMER IN ACCORDANCE WITH THE CURRENT CITY BACKFLOW PREVENTION POLICY. CITY CREWS WILL NOT INSTALL THE METER UNLESS THE R.P. ASSEMBLY IS INSTALLED AND TESTED.
6. TRENCH BACKFILL AND SURFACE RESTORATION, INCLUDING PAVEMENT REPLACEMENT, SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS.
7. THE CONTRACTOR SHALL MAKE ALL CONNECTIONS BETWEEN THE SITE PLUMBING AND THE CITY CUSTOMER SERVICE CONNECTION AT THE POINT OF SERVICE. THE CONTRACTOR SHALL HOLD BACK SITE PLUMBING TO ALLOW FOR ANTICIPATED VERTICAL/HORIZONTAL ADJUSTMENTS AT THE POINT OF SERVICE. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION AND DEPTH OF ALL EXISTING CITY CUSTOMER SERVICE CONNECTIONS PROVIDED TO THE SITE.
8. IF SITE PLUMBING IS LARGER OR SMALLER DIAMETER THAN THE METER OR BACKFLOW ASSEMBLY, A FITTING TO REDUCE OR INCREASE PIPE SIZE SHALL BE INSTALLED. THE REDUCER SHALL BE INSTALLED ON THE OWNERS UNDERGROUND NO CLOSER THAN THREE FEET (3) FROM THE POINT OF CONNECTION AT THE METER OR BACKFLOW ASSEMBLY. THE DIAMETER OF
9. THE REDUCER AND PIPING INSTALLED SHALL MATCH THE METER OR BACKFLOW ASSEMBLY.
10. REQUEST FOR PUBLIC FIRE HYDRANT USE PERMITS FOR CONSTRUCTION PURPOSES SHALL BE APPLIED FOR AT THE DEPARTMENT OF UTILITIES, CUSTOMER SERVICE SECTION, 1395 35TH AVE. FOR PERMIT INFORMATION, CALL (916) 808-5454.
11. CONTRACTOR SHALL PROVIDE ALL EXCAVATIONS FOR TAPS, TIE-IN CONNECTIONS, AND METER INSTALLATIONS. THE EXCAVATIONS SHALL BE MADE TO AT LEAST DIMENSIONS AS INDICATED ON DRAWING W-404 INCLUDED IN THE DEPARTMENT OF UTILITIES TO THE CITY STANDARD SPECIFICATIONS.
12. METERS TWO INCHES (2") AND SMALLER SHALL BE INSTALLED AS INDICATED
13. IN SOW-604 OR IN SOME CASES WITHIN THE CONCRETE SIDEWALK.

IRRIGATION LEGEND

KEY	DESCRIPTION / MANUFACTURER
(2H)	DOUBLE HOSE BIB, PER DETAIL 1 IRG
(H)	SINGLE HOSE BIB, PER DETAIL 1 IRG
⊖ ⊙	SPRINKLER HEADS, HUNTER MP2000-90PRO-12-PRS40-CV, ROTARY SPRAY WITH CHECK VALVE, PRS40 SPRAY BODY, QUARTER AND HALF AS REQUIRED
◆	HUNTER ICV, 1" AUTOMATIC VALVE ELECTRIC REMOTE CONTROL VALVE, SIZE PER PLAN
C	HUNTER NODE, BATTER OPERATED CONTROLLER, MOUNT DIRECTLY ONTO HUNTER VALVE. PER MANUFACTURERS INSTRUCTIONS.
●	HUNTER, 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER
⊗	NIBCO, T-113LF, CLASS 125 FLANGED IRON BODY GATE VALVE, SAME SIZE AS PIPE DIAMETER
RP	1" REDUCED PRESSURE BACKFLOW DEVICE WITH BACKFLOW CAGE AND CONCRETE PAD ON BACKFLOW PREVENTERS PER CITY STANDARD DETAIL W-603.
M	1" WATER METER, IRRIGATION
▶	1" WATER SERVICE TAP, IRRIGATION
— — —	IRRIGATION MAINLINE, SCHEDULE 40
— — —	IRRIGATION LATERAL LINE, PVC CLASS 200, PIPE SIZED AS LABELED ON PLAN
= = = = =	SLEEVE UNDER CONCRETE PAVING, SCHEDULE 40
6" WATER	EXISTING 6" WATER MAIN
#1 / #2	VALVE NUMBER, VALVE GPM, VALVE SIZE

811 Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

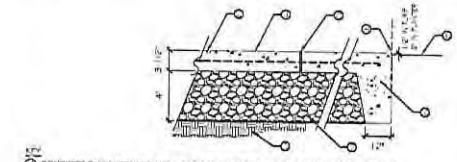
SACRAMENTO Parks and Recreation

19th and Q Street Community Garden
REVISED IRRIGATION PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT 2015
SCALE: AS SHOWN
P. N. 1190.0000

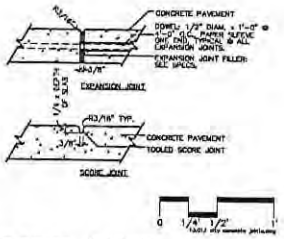
REVISIONS
REVISED PLAN 4/24/15

SHEET NO. L4 of 6

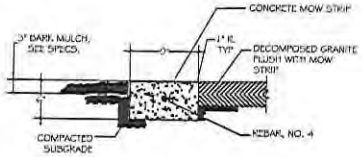


1. CONCRETE PAVEMENT WITH #3 REBAR 16" O.C. EACH WAY, LOCATED AT MID DEPTH OF CONCRETE. MEDIUM BROOM FINISH PERPENDICULAR TO WALKWAY EDGE.
2. SCORE JOINT
3. EXPANSION JOINT
4. TOOLED EDGE, TYP.
5. SUBGRADE COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT
6. FINISH GRADE
7. AGGREGATE BASE, COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT
8. THICKEN EXTERIOR EDGES ON ALL CONCRETE WIDER & AND WIDER.

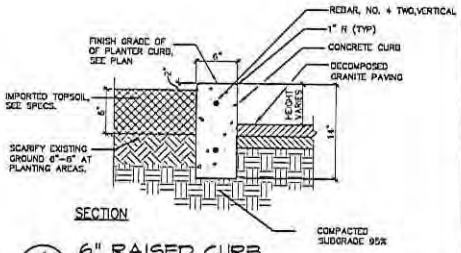
1/L5 CONCRETE FLATWORK
NOT TO SCALE



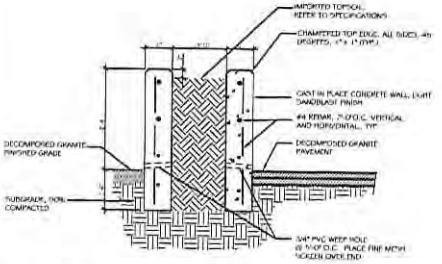
2/L5 CONCRETE JOINTS
NOT TO SCALE



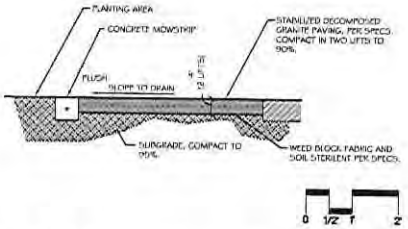
3/L5 9" CONCRETE MOWSTRIP
NOT TO SCALE



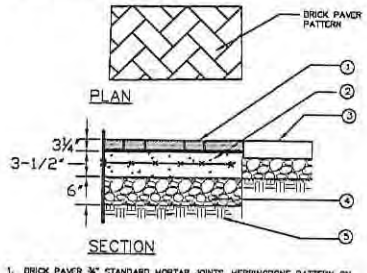
4/L5 6" RAISED CURB
NOT TO SCALE



5/L5 ACCESSIBLE RAISED PLANTER
NOT TO SCALE

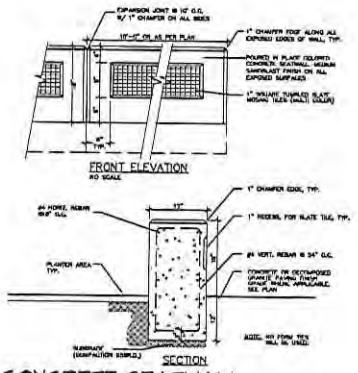


6/L5 DECOMPOSED GRANITE PAVING
(120%) DECOMPOSED GRANITE DWG
NOT TO SCALE

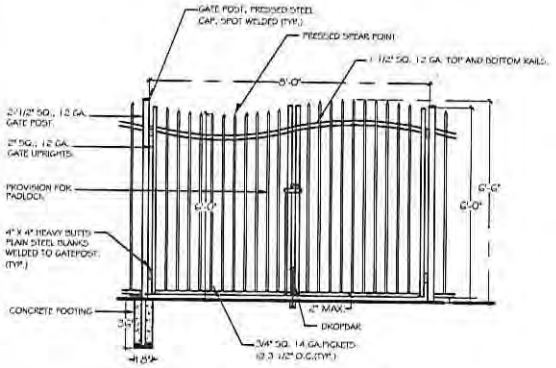


1. BRICK PAVER 3/8" STANDARD MORTAR JOINTS, HERRINGBONE PATTERN ON 3/4" MORTAR SETTING BED.
2. CONCRETE FLATWORK BASE WITH REINFORCEMENT, #3 REBAR 24" O.C. BOTH WAYS.
3. 14" COLORED CONCRETE BAND.
4. AGGREGATE BASE, COMPACTED TO 90%
5. SUBGRADE COMPACTED TO 90%
6. SEE LAYOUT PLAN FOR BRICK PAVER COLOR.

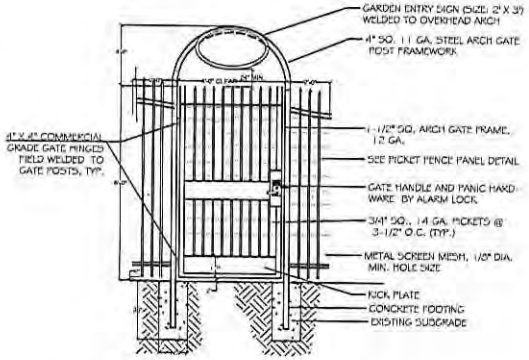
7/L5 BRICK PAVING DETAIL
NOT TO SCALE



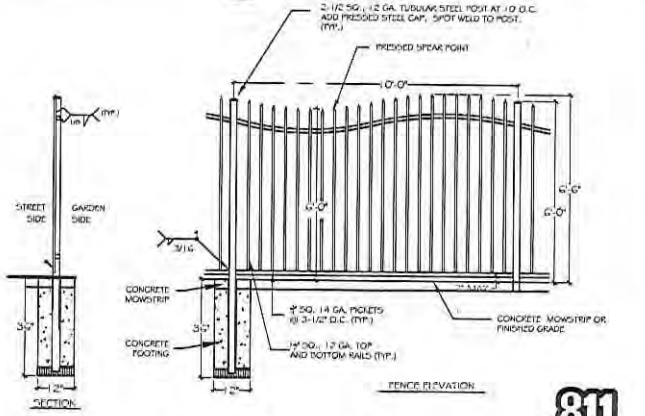
8/L5 CONCRETE SEATWALL
NOT TO SCALE



9/L5 8' WIDE DOUBLE GATES
NOT TO SCALE



10/L5 4' WIDE SINGLE SWING
NOT TO SCALE



11/L5 6' TUBULAR STEEL FENCE
NOT TO SCALE

811 Know what's below. Call before you dig.

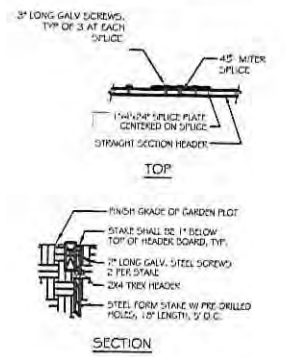
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

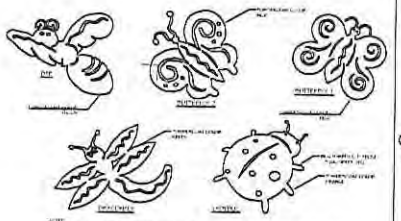
19th and Q Street Community Garden
REVISED CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT D. DAY
DESIGN BY/DRAWN BY D. DAY
CAD FILE
DATE SEPT 2015
SCALE AS SHOWN
P-N. 21001-14002
REVISIONS
REVISED PLAN 4/24/15

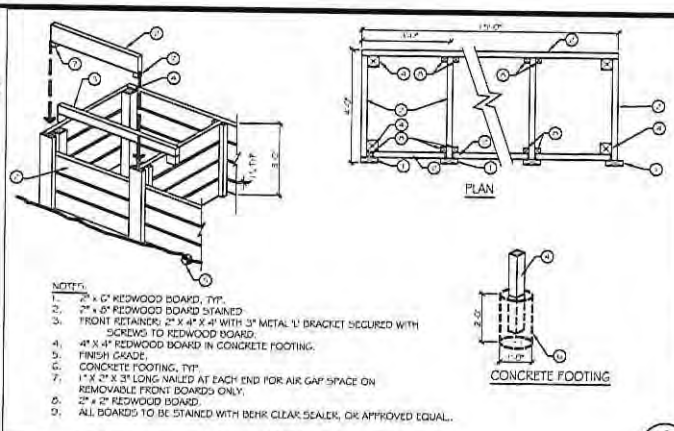
SHEET NO. L5 of 6



1 L6 TREX HEADER
NOT TO SCALE



2 L6 BUG SHAPES
NOT TO SCALE



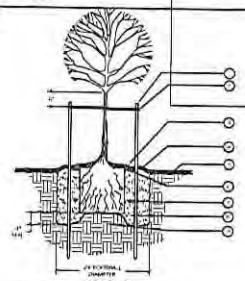
NOTES:
1. 2" x 6" REDWOOD BOARD, TYP.
2. 2" x 6" REDWOOD BOARD STAINED
3. FRONT RETAINER: 2" X 4" X 4' WITH 3" METAL 'L' BRACKET SECURED WITH SCREWS TO REDWOOD BOARD.
4. 4" X 4" REDWOOD BOARD IN CONCRETE FOOTING.
5. FINISH GRADE.
6. CONCRETE FOOTING, TYP.
7. 1" X 2" X 3" LONG NAILED AT EACH END FOR AIR GAP SPACE ON REMOVABLE FRONT BOARDS ONLY.
8. 2" x 2" REDWOOD BOARD.
9. ALL BOARDS TO BE STAINED WITH BEHR CLEAR SEALER, OR APPROVED EQUAL.

3 L6 COMPOST BIN
NOT TO SCALE

4 L6 DO NOT DRINK SIGN
NOT TO SCALE

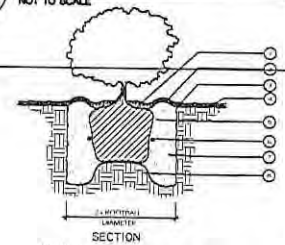
NOTE:
CITY TO PROVIDE CONTRACTOR WITH A FULL SCALE COPY OF COMMUNITY GARDEN ENTRY SIGN WITH LETTERING AND GRAPHIC.

5 L6 GARDEN ENTRY SIGN
NOT TO SCALE



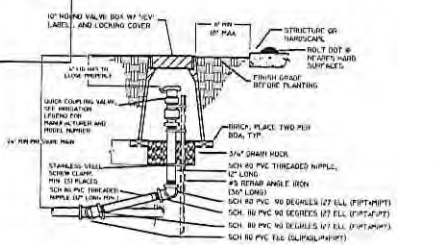
CALLOUTS
1. FINISH GRADE
2. PLANTER MIX, PER STANDARD SPECIFICATIONS
3. PLACE ROOTBALL ON SMALL MOUND OF TAMPED FIRM TOPSOIL.

6 L6 TREE PLANTING
NOT TO SCALE



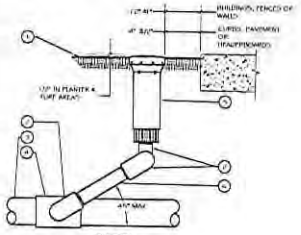
CALLOUTS
1. PLANT ROOT CROWN 1" ABOVE FINISH GRADE.
2. 2" HIGH EARTH MOUND, FINISH GRADE
3. LANDSCAPE FABRIC, PER STANDARD SPECIFICATIONS
4. 3" LAYER OF BARK MULCH
5. SHRUB ROOTBALL
6. FERTILIZER TABLETS, PER STANDARD SPECIFICATIONS
7. PLANTER MIX, PER STANDARD SPECIFICATIONS
8. PLACE ROOTBALL ON SMALL MOUND OF TAMPED FIRM TOPSOIL.

7 L6 SHRUB PLANTING
NOT TO SCALE



NOTES:
1) INSTALL QUICK COUPLING VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
2) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
3) PLACE 3/4" DIA. DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
4) REFER TO PLAN SHEETS FOR MORE INFORMATION.
5) SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPT OF THE QUICK COUPLER

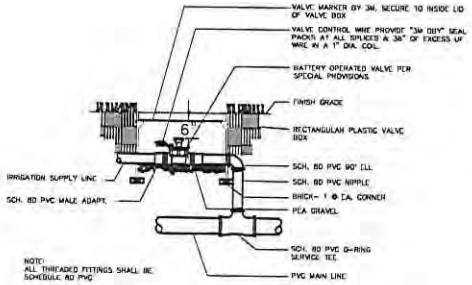
8 L6 QUICK COUPLER
NOT TO SCALE



CALLOUTS
1. FINISH GRADE
2. SPRAY HEADS
3. IRRIGATION LATERAL
4. PVC SCHEDULE 80 90 DEGREE ELL (MIPT) OR TEE (SOCKET)
5. POP UP SPRAY HEAD
6. PVC SCHEDULE 80 NIPPLE, (LENGTH AS REQUIRED)

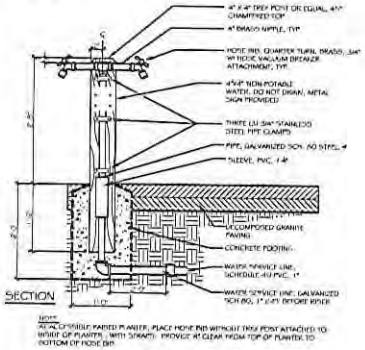
NOTE
SPRAY HEADS LOCATED ADJACENT TO ROADWAYS AND PARKING LOTS SHALL BE LOCATED 24" FROM EDGE OF HARDSCAPE.

9 L6 SPRAY HEAD
NOT TO SCALE



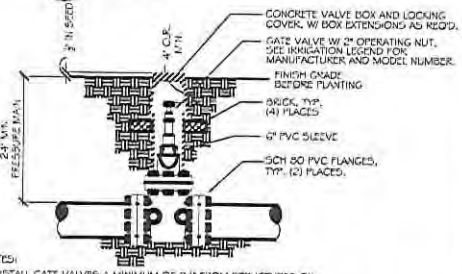
NOTE:
ALL THREADED FITTINGS SHALL BE SCHEDULE 80 PVC

10 L6 BATTERY OPERATE VALVE
NOT TO SCALE



NOTE
IF ACCESSIBLE PAVED PLANTER, PLACE HOSE BIB WITHOUT TREX POST ATTACHED TO INSIDE OF PLANTER, WITH SPACER. PROVIDE 24" CLEAR FROM TOP OF PLANTER TO BOTTOM OF HOSE BIB

11 L6 HOSE BIB
NOT TO SCALE



NOTES:
1) INSTALL GATE VALVES A MINIMUM OF 24" FROM STRUCTURES OR HARDSCAPING.
2) INSTALL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
3) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
4) SEE PLAN SHEETS FOR MORE INFORMATION.

12 L6 GATE VALVE
NOT TO SCALE

811 Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

19th and Q Street Community Garden
REVISED CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT D. DAY
DESIGN BY/DRAWN BY D. DAY
CAD FILE
DATE SEPT. 2010
SCALE AS SHOWN
P. N. 19001-1900
REVISIONS
REVISED PLAN 4/29/10

SHEET NO. L6 of 6

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning and Development Services

CONTRACTOR NAME: PBM CONSTRUCTION INC.

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

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

19th and Q ST. PARK COMMUNITY GARDEN
(L19011900)

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	Temporary Construction Fence to Install	1	LS	$ 969-	$ 969-
2	Clearing and Grubbing	1	LS	$ 9934-	$ 9934-
3	Demolition	1	LS	$ 7088-	$ 7088-
4	Erosion Control for projects less than 1 acre	1	LS	$ 2160-	$ 2160-
5	Construction Staking	1	LS	$ 1661-	$ 1661-
6	Site Grading	1	LS	$ 8084-	$ 8084-
7	Aggregate Base to Place	1	LS	$ 3101-	$ 3101-
8	6" Concrete Flatwork to Construct	1	LS	$ 9159-	$ 9159-
9	18" Colored Concrete Band to Construct	1	LS	$ 1772-	$ 1772-
10	Stabilized Decomposed Granite Pavement to Place	1	LS	$ 5094-	$ 5094-
11	9" Concrete Mow Strip to Construct	1	LS	$ 3949-	$ 3949-

12	6" Raised Curb to Construct	1	LS	$ 9303-	$ 9303-
13	Accessible Raised Planter to Construct	1	LS	$ 11068-	$ 11068-
14	Double Swing Tubular Steel Gates to Install	1	LS	$ 2000-	$ 2000-
15	4' Wide Arch Gate to Install	1	LS	$ 3000-	$ 3000-
16	6' High Tubular Steel Fence	1	LS	$ 28000-	$ 28000-
17	Community Garden Entry Sign	1	LS	$ 1500-	$ 1500-
18	2" x 4" Trex Header to Place	1	LS	$ 4368-	$ 4368-
19	Imported Topsoil	1	LS	$ 5582-	$ 5582-
20	Compost Bins	1	LS	$ 9473-	$ 9473-
21	8' x 10' Tuff Shed to Install	1	LS	$ 5056-	$ 5056-
22	Park Rules Sign to Install	1	LS	$ 332-	$ 332-
23	Picnic Tables to Install	1	LS	$ 3954-	$ 3954-
24	Metal Bug Shapes to Install	1	LS	$ 7100-	$ 7100-
25	Irrigation Water Tap, Meter and Development Fees	1	LS	$ 7088-	$ 7088-
26	Automatic Irrigation System	1	LS	$ 3600-	$ 3600-
27	Hose Bib System to Install	1	LS	$ 3721-	$ 3721-
28	Trees to Plant (24" Box)	1	LS	$ 665-	$ 665-
29	Shrub and Groundcover Areas to Plant	1	LS	$ 1107-	$ 1107-
30	Landscape Weed Fabric to Place	1	LS	$ 886-	$ 886-
31	Bark Mulch to Place	1	LS	$ 665-	$ 665-
32	Plant Establishment (30 Days)	1	LS	$ 1246-	$ 1246-
33	Leaf Shades to Install	1	LS	$ 12042-	$ 12042-

34	Concrete Lady Bug to Install	1	LS	$ 5958-	$ 5958-
35	Chimes to Install	1	LS	$ 4009-	$ 4009-
36	Message Board to Install	1	LS	$ 332-	$ 332-
				BASE BID SUBTOTAL	$ 185,026-

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Brick Paving to Construct	1	LS	$ 8860-	$ 8860-
A2	Seat Wall to Construct	1	LS	$ 14397-	$ 14397-
A3	Concrete Driveway to Construct	1	LS	$ 8306-	$ 8306-
				ADDITIVE ALTERNATE SUBTOTAL	$ 31,563.00
				BASE BID PLUS ADDITIVE ALTERNATE TOTAL	$ 216,589-

CONTRACTOR NAME: PBM CONSTRUCTION INC. TOTAL $ 216,589-

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance 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 (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABILSHMENT PERIOD.** The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: 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 Bid Proposal. When such a mathematical error appears on the face of

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

BIDDER'S DECLARATION

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. #	1	DATE	9.29.2015
Add. #	2	DATE	10.9.2015
Add. #		DATE	

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

FOR CITY USE ONLY

BID BOND SECURITY
- ☐ *Properly Signed*
- ☐ *Improperly Signed*
- ☐ *Not Included*
- ☐ *Not Required*

TYPE OF DEPOSIT
- ☑ *Bid Bond*
- ☐ *Cashier/Certified Check*
- ☐ *Other* _____

Initial: _____

CONTRACTOR:

By: _____ (Signature)

GREG TORNBERG
(Print or Type)

Title VICE PRESIDENT
Address 4500 YANKEE HILL CT
SUITE A, ROCKLIN CA
Telephone No. 916.316.2114
Fax No. 916.315.2619
EMAIL ADDRESS GREG@PBMCONSTRUCTION.COM
Date 10.12.15

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 703660 Type A, B

Expiration Date 3.31.17

Tax I.D. Nos.- Fed. 680340720 State CA

City of Sacramento Business Operation Tax Certificate No. TBD
(City will not award contract if Certificate Number is missing.)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under $100,000			Contracts $100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
    a. a principal business office or workspace; or
    b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

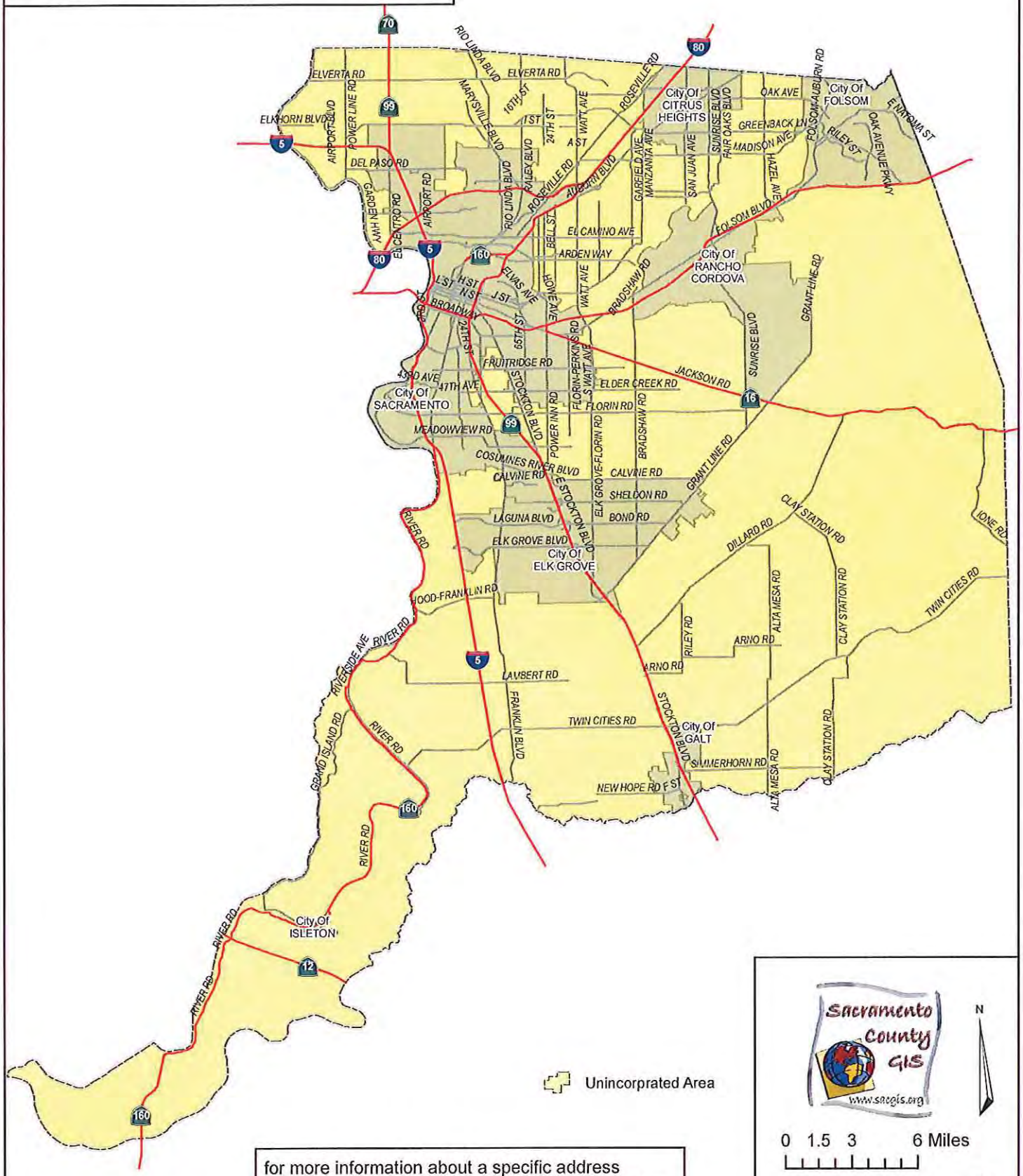
E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

SACRAMENTO COUNTY

UNICORPORATED AREAS



for more information about a specific address
visit our Assessor Parcel Viewer at www.sacgis.org

Doc Date: December, 2010

KNOW ALL MEN BY THESE PRESENTS:

That we, PBM Construction, Inc.

as Principal, and Western Surety Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **OCTOBER 14, 2015** for the Work specifically described as follows:

19TH & Q STREET PARK COMMUNITY GARDEN (L19011900)

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 13th day of October 20 15.

PBM Construction, Inc.
(Contractor) (Seal)
By GREG TORNBERG
Title VICE PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

Western Surety Company
(Surety) (Seal)
By
Title Julie A. Shiroma, Attorney-in-Fact
Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Ste. 240, Roseville, CA 95678
Agent Phone # 916-380-5300
Surety Phone # 916-857-2413
California License # 0406967

h:\documents\contract mgmt\19th & q park community garden\contract docs_planet bids\14-bid proposal guaranteerev 5-2010.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On October 13, 2015 (Date) before me, Monica A. Hutchison, Notary Public (Here Insert Name and Title of the officer), personally appeared

Julie A. Shiroma
Name(s) of Signer(s)

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

MONICA A. HUTCHISON
Commission # 1973612
Notary Public - California
Placer County
My Comm. Expires Apr 26, 2016

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

WITNESS my hand and official seal.

Signature: Monica A. Hutchison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____ Document Date: ____

Number of Pages: ____ Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____
☐ Corporate Officer--Title(s): ____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____
Signer is Representing: ____

Signer's Name: ____
☐ Corporate Officer--Title(s): ____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____
Signer is Representing: ____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

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

   703660 A, B 3.31.17

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.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

☐ Yes ☑ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☑ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at ROCKLIN - CA (Location), on 10.12.15 (Date).

Signature: _____

Print name: GREG TORNBERG

Title: V.P.

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.: 2007-574

DATE ADOPTED: July 31, 2007

Green Contracting Survey
(Voluntary)

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

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

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

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

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

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

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

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

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

	City Bid Information
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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: PBM CONSTRUCTION INC.

BY: _____ V.P. **Date:** 10.12.15
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.

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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

Prime Contractor Name	PBM CONSTRUCTION INC.
Prime Contractor Address	4500 YANKEE HILL CT SUITE A ROCKLIN CA 95677
(REQUIRED) Prime Contractor DIR Registration #	1000002535

Date	10.14.15
Bid Amount	$ 216,589
Is Prime LBE?	Yes (No)

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	TEICHERT REDIMIX	TBD	(Yes) No	REDI MIX & AGGREGATES	$ 12,000.00 ~~18,000~~.00
License Number					
Address	3500 AMERICAN RIV. DR.				
City, State, Zip	SACRAMENTO 95864				
Contact Person					
Phone	916.484.3385				
Business Name	PISOR FENCE	1000003166	Yes No	FENCING	$ 50,000.00
License Number	316128				
Address					
City, State, Zip	CITRUS HEIGHTS				
Contact Person					
Phone					
Business Name			Yes No		$
License Number					
Address					
City, State, Zip					
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:

Signature	Title	Date
	VP / SEC	10.14.15

Form Revised 3/9/15

B16190021006

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA**("Contractor") in the amount of : **Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents ($216,589.00).**

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)

Including the Work called for in the following alternative bid items described in the Proposal Form:
THREE ADDITIVE ALTERNATES

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

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

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

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

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before THIRTY (30) WORKING DAYS PLUS THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

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

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if Contractor completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Contractor initials)

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

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Contractor initials)

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

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

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

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of

insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 10.26.2015

BY _____
GREG TORNBERG
Print Name
VICE PRES. / SEC.
Title

BY _____
DAVE LANDRY JR.
Print Name
PRES
Title
680340720
Federal ID#
C1913736
State ID#
31750
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_X_ Corporation
_____ Limited Liability Company
_____Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

Form approved by City Attorney 12-24-14

CITY OF SACRAMENTO
PERFORMANCE BOND

Bond No.: 58725620
Premium: $4,249
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA:**

as principal, hereinafter called Contractor, a contract for construction of:

19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Western Surety Company, 8880 Cal Center Drive, Suite 410, Sacramento, CA 95826,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents ($216,589.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 30, 20 15.

PBM Construction, Inc.
(Contractor) (Seal)
By
Title VICE PRESIDENT

Western Surerty Company
(Surety) (Seal)
By
Title Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 857-2413
California License # 0406967

Form approved by CAO 5-9-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On October 30, 2015 before me, Jason Michael Theis, Notary Public, personally appeared
Date *Here Insert Name and Title of the officer*

Julie A. Shiroma,
Name(s) of Signer(s)

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

JASON MICHAEL THEIS
Commission # 1971739
Notary Public - California
Placer County
My Comm. Expires Mar 10, 2016

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: ____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____

☐ Corporate Officer--Title(s): _____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name:_____

☐ Corporate Officer--Title(s): _____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CITYOF SACRAMENTO
PAYMENT BOND

Bond No.: 58725620
Premium: Included

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA** hereinafter called Contractor, a contract for construction of:

19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Western Surety Company, 8880 Cal Center Drive, Suite 410, Sacramento, CA 95826,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents ($216,589.00),** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 30, 20 15.

PBM Construction, Inc.
(Contractor) (Seal)
By
Title VICE PRESIDENT

Western Surety Company
(Surety) (Seal)
By
Title Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 857-2413
California License # 0406967

Effective 7-1-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On October 30, 2015 before me, Jason Michael Theis, Notary Public, personally appeared
Date *Here Insert Name and Title of the officer*

Julie A. Shiroma,
Name(s) of Signer(s)

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

JASON MICHAEL THEIS
Commission # 1971739
Notary Public - California
Placer County
My Comm. Expires Mar 10, 2016

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: ____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____

☐ Corporate Officer--Title(s): _____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name:_____

☐ Corporate Officer--Title(s): _____
☐ Partner- ☐ Limited ☐ General
☐ Individual ☐ Attorney in fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

PBMCONS-04 SWORTHINGTON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2015

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

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

PRODUCER
Warren G. Bender Co.
516 Gibson Drive
Suite 240
Roseville, CA 95678

CONTACT NAME:
PHONE (A/C, No, Ext): (916) 380-5300 FAX (A/C, No): (916) 380-5206
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Ins Co	33138
INSURER B : Everest National Insurance Co.	10120
INSURER C : Unigard Insurance Company	25747
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PBM Construction, Inc.
4500 Yankee Hill Court Ste A
Rocklin, CA 95677

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	LHA138122	02/28/2015	02/28/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO	X					BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	7600014173151	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Inland Marine			PX809923	02/28/2015	02/28/2016	R/L/B	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 19th & Q Street Park Community Garden (L19011900); General Liability and Automobile Liability additional insured status applies if required by written contract, per attached forms.

CERTIFICATE HOLDER

City of Sacramento, Dept of Public Works, Contracts
Attn: Tim Hopper
5730 24th Street, Bldg. 4
Sacramento, CA 95822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Stephen J. Bender

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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 2/28/2015
forms part of Policy Number LHA138122
issued to PBM CONSTRUCTION INC.
by Landmark American Insurance Company

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This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 2/28/2015
forms part of Policy Number LHA138122
issued to PBM CONSTRUCTION INC.
by Landmark American Insurance Company

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DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement:

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

As required in written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in SECTION II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **01/01/2015** Policy No. **7600014173151** Endorsement No. **001**

Insured: **PBM Construction Inc.**

Premium $ INCL.

Insurance Company: **Everest National Insurance Company**

Countersigned By: _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 10.26.2015

Contractor PBM CONSTRUCTION INC.
GREG TORNBERG

By _____
Signature

City of SACRAMENTO
Parks and Recreation

DEPARTMENT of PARKS and RECREATION

PAY REQUEST APPLICATION

PROJECT: **19TH AND Q ST. PARK COMMUNITY GARDEN**

CONTRACTOR: **PBM CONSTRUCTION**

PURCHASE ORDER NO.: _____ COST CENTER (PROJ NO.): **L19011900**

INVOICE NO.: 1 PERIOD ENDING DATE: 1/31/2001

ORIGINAL CONTRACT AMOUNT:		$216,589.00
CHANGE ORDER NO. 1		
CHANGE ORDER NO. 2		
CHANGE ORDER NO. 3		
CHANGE ORDER NO. 4		
NET CHANGE BY CHANGE ORDERS:		
TOTAL ADJUSTED CONTRACT AMOUNT TO DATE:		$216,589.00
BALANCE OF CONTRACT TO FINISH:		
TOTAL WORK COMPLETED:		$216,589.00
LESS 5% RETENTION:	$10,829.45	
LESS PREVIOUS PAYMENTS:		
AMOUNT DUE THIS INVOICE:		$205,759.55

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved By (Prime Contractor) _____ Date: _____

Submit To: Department of Parks and Recreation
Park Planning and Development Services
915 "I"(eye) Street, 5th Floor
Sacramento, CA 95814

Approved By (Resident Const. Inspector) _____ Robert Rueff Date: _____

Approved By (Project Manager) _____ Dennis Day Date: _____

Approved By (Labor Compliance) _____ Date: _____

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

SCHEDULE OF VALUES

REVISED BY ADDENDUM 1- 9-29-15

City of SACRAMENTO
Parks and Recreation

PROJECT NAME: 19TH AND Q ST. PARK COMMUNITY GARDEN
CONTRACT NO:
CITY PROJ. NO: L19011900
FUNDING:
CONTRACTOR: *PBM CONSTRUCTION*
ADDRESS: *4500 YANKEE HILL COURT, SUITE A*
ROCKLIN, CA
PHONE NO: *(916) 316.2114*

Pay Request Number	1
Work Performed Thru	1/31/2001
Date Pay Request was Submitted	2/1/2001
Number of Contract Days Expended	30

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence to Install	1	LS	$969.00	$969.00				1.00	$969.00	1.00	$969.00		
2	Clearing and Grubbing	1	LS	$9,934.00	$9,934.00				1.00	$9,934.00	1.00	$9,934.00		
3	Demolition	1	LS	$7,088.00	$7,088.00				1.00	$7,088.00	1.00	$7,088.00		
4	Erosion Control for projects less than 1 acre	1	LS	$2,160.00	$2,160.00				1.00	$2,160.00	1.00	$2,160.00		
5	Construction Staking	1	LS	$1,661.00	$1,661.00				1.00	$1,661.00	1.00	$1,661.00		
6	Site Grading	1	LS	$8,084.00	$8,084.00				1.00	$8,084.00	1.00	$8,084.00		
7	Aggregate Base to Place	1	LS	$3,101.00	$3,101.00				1.00	$3,101.00	1.00	$3,101.00		
8	6" Concrete Flatwork to Construct	1	LS	$9,159.00	$9,159.00				1.00	$9,159.00	1.00	$9,159.00		
9	18" Colored Concrete Band to Construct	1	LS	$1,772.00	$1,772.00				1.00	$1,772.00	1.00	$1,772.00		
10	Stabilized Decomposed Granite Pavement to Place	1	LS	$5,094.00	$5,094.00				1.00	$5,094.00	1.00	$5,094.00		
11	9" Concrete Mow Strip to Construct	1	LS	$3,949.00	$3,949.00				1.00	$3,949.00	1.00	$3,949.00		
12	6" Raised Curb to Construct	1	LS	$9,303.00	$9,303.00				1.00	$9,303.00	1.00	$9,303.00		
13	Accessible Raised Planter to Construct	1	LS	$11,068.00	$11,068.00				1.00	$11,068.00	1.00	$11,068.00		
14	Double Swing Tubular Steel Gates to Install	1	LS	$2,000.00	$2,000.00				1.00	$2,000.00	1.00	$2,000.00		
15	4' Wide Arch Gate to Install	1	LS	$3,000.00	$3,000.00				1.00	$3,000.00	1.00	$3,000.00		
16	6' High Tubular Steel Fence	1	LS	$28,000.00	$28,000.00				1.00	$28,000.00	1.00	$28,000.00		
17	Community Garden Entry Sign	1	LS	$1,500.00	$1,500.00				1.00	$1,500.00	1.00	$1,500.00		
18	2" x 4" Trex Header to Place	1	LS	$4,368.00	$4,368.00				1.00	$4,368.00	1.00	$4,368.00		
19	Imported Topsoil	1	LS	$5,582.00	$5,582.00				1.00	$5,582.00	1.00	$5,582.00		
20	Compost Bins	1	LS	$9,473.00	$9,473.00				1.00	$9,473.00	1.00	$9,473.00		
21	8' x 10' Tuff Shed to Install	1	LS	$5,056.00	$5,056.00				1.00	$5,056.00	1.00	$5,056.00		
22	Park Rules Sign to Install	1	LS	$332.00	$332.00				1.00	$332.00	1.00	$332.00		
23	Picnic Tables to Install	1	LS	$3,954.00	$3,954.00				1.00	$3,954.00	1.00	$3,954.00		
24	Metal Bug Shapes to Install	1	LS	$7,100.00	$7,100.00				1.00	$7,100.00	1.00	$7,100.00		
25	Irrigation Water Tap, Meter and Development Fees	1	LS	$7,088.00	$7,088.00				1.00	$7,088.00	1.00	$7,088.00		
26	Automatic Irrigation System	1	LS	$3,600.00	$3,600.00				1.00	$3,600.00	1.00	$3,600.00		
27	Hose Bib System to Install	1	LS	$3,721.00	$3,721.00				1.00	$3,721.00	1.00	$3,721.00		

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
28	Trees to Plant (24" Box)	1	LS	$665.00	$665.00				1.00	$665.00	1.00	$665.00		
29	Shrub and Groundcover Areas to Plant	1	LS	$1,107.00	$1,107.00				1.00	$1,107.00	1.00	$1,107.00		
30	Landscape Weed Fabric to Place	1	LS	$886.00	$886.00				1.00	$886.00	1.00	$886.00		
31	Bark Mulch to Place	1	LS	$665.00	$665.00				1.00	$665.00	1.00	$665.00		
32	Plant Establishment (30 Days)	1	LS	$1,246.00	$1,246.00				1.00	$1,246.00	1.00	$1,246.00		
33	Leaf Shades to Install	1	LS	$12,042.00	$12,042.00				1.00	$12,042.00	1.00	$12,042.00		
34	Concrete Lady Bug to Install	1	LS	$5,958.00	$5,958.00				1.00	$5,958.00	1.00	$5,958.00		
35	Chimes to Install	1	LS	$4,009.00	$4,009.00				1.00	$4,009.00	1.00	$4,009.00		
36	Message Board to Install	1	LS	$332.00	$332.00				1.00	$332.00	1.00	$332.00		
A1	Brick Paving to Construct	1	LS	$8,860.00	$8,860.00				1.00	$8,860.00	1.00	$8,860.00		
A2	Seat Wall to Construct	1	LS	$14,397.00	$14,397.00				1.00	$14,397.00	1.00	$14,397.00		
A3	Concrete Driveway to Construct	1	LS	$8,306.00	$8,306.00				1.00	$8,306.00	1.00	$8,306.00		
51	CCO#1												1.00	
35	CCO#2												1.00	$1.00
36	CCO#3												1.00	$1.00
37	CCO#4												1.00	$1.00
		Original Contract Amount			$216,589.00									
		CCO Adjusted Contract Amount				$216,589.00	Previous Total		Total This Estimate	$216,589.00	Total to Date	$216,589.00	Balancing Total	$3.00
							Previously Paid							

GUARANTEE

We hereby guarantee the: **19TH & Q STREET PARK COMMUNITY GARDEN (L19011900)**

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

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

Dated: 10.26.2015

Signed:

GREG TORNBERG
Printed Name

PBM CONSTRUCTION INC.
Company

4500 YANKEE HILL CT STE A
Address

ROCKLIN CA 95677

B16190021006

SPECIAL PROVISIONS

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SPECIAL **PROVISIONS FOR**

19th AND Q ST. PARK COMMUNITY GARDEN DEVELOPMENT (L19011900)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of 19TH AND Q St. Park Community Garden, in Sacramento. The improvements will consist of demolition, grading, irrigation system, landscaping, concrete walkways and curbs, special pavement, decomposed granite paving, tubular steel fencing, irrigation, landscaping and site furniture.

B. COMPLETION TIME

The time for the completion of all work is THIRTY (30) Working Days plus THIRTY (30) Calendar Days for the Plant Establishment Period from the Notice to Proceed for substantial completion. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS ($1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. SPECIFICATIONS

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

i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.

ii. Standard Specifications Section 2-9 SUBCONTRACTORS, add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

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

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

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

F. TIME OF AWARD

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

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to Dennis Day, City Project Manager, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-7633, FAX (916) 808-8266.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and

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

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

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

directed by the Inspector.

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

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

N. CONFLICTS

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

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

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

areas "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. The Contractor at his expense shall remove spillage resulting from hauling operations along or across any public traveled way immediately. Water or dust palliative shall be applied if ordered by the Inspector for the alleviation or prevention of dust nuisance. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

R. SUBMITTALS

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

Item	**Product Data**	**Shop Drawings**	**Mock-up or Sample**
Aggregate Base	X		X
Concrete Mix	X		
Expansion Joint Material	X		
Concrete Color	X		
Stabilized Decomposed Granite	X		X
Brick	X		X
Trex Header	X		
Picnic Table	X		
Compost Bin	X		
Shed	X		
Concrete Seawall	X		
Accessible Raised Planter	X		
6' Tubular Steel Fence		X	
4' Wide Arch Gate		X	
8' Wide Double Gates			
Community Garden Entry Sign		X	
Metal Bug Shapes		X	
Gate Valve	X		
Hose Bibs	X	X	
Valve Boxes & Lids	X		
Spray Heads	X		
Main and Domestic Water Line	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		

Control Wire & Connectors	X		
Imported Topsoil	X		X
Pre-emergent	X		
Bark Mulch	X		X
Plant Materials and Trees	X		
Concrete Ladybug	X		
Chimes	X		
Message Board	X		
Leaf Shades	X		

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

S. RECORD DRAWINGS OF NEW CONSTRUCTION

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

T. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C27" License, or a General Engineering Contractor "A" License with a qualified subcontractor "C27" Licensed. The "C27" contractor shall have previous park construction experience, and shall be required to install the irrigation and landscaping for municipal projects. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

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

X. **City of Sacramento Subcontractor and LBE Participation Verification FM440.**

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

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

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

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

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

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

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

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

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

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

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

monitoring and enforcement of prevailing wage laws, and the enforcement of Labor Code violations on public works projects by the DIR.

II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 – Temporary Construction Fence to Install
This item shall consist of furnishing, installing and maintaining a temporary 6' Chain Link Construction Fence around the construction areas shown on the Plans in conformance with Section 10 of the Standard Specifications.

A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector.

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

Item No. 2 – Clearing and Grubbing
This item shall consist of clearing and grubbing the planting areas shown on the plans in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All existing no-mow fescue, deer grass, groundcover type rose, dead and sickly plants, as shown on the plans including roots and attached soil and debris and all other objection material within the planting areas shall be removed.

B. Debris - All resulting landscape, soil and removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Clearing and Grubbing as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 3 – Demolition
This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

A. Concrete Sidewalk shall be removed as shown on the plans.

B. Chain Link Fence shall be removed in the location shown on the plans, including concrete footings.

C. Debris - All resulting removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

D. Holes and depressions resulting from removed items shall be filled, compacted, and brought to

finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

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

Item No. 4 - Erosion Control for Projects Less than 1 acre

This item shall consist of Erosion and Sediment Control at the locations indicated on the plans in conformance with Sections 13 and 16 and details Q-10 through Q-90 of the Standard Specifications, these Special Provisions, and regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm water permit issued to the City.

A. Guidelines of the City of Sacramento "Administrative and Technical procedures manual for grading and erosion and sediment control" shall be implemented by the Contractor.

B. Construction Site shall be prepared by the Contractor prior to the onset of any storm. Contractor shall ensure to have all erosion and sediment control measures are in place for the winter months prior to October 1.

C. Dust Control: The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Landscape Architect to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

D. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable:

1. Filter Bags in Gravel Bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drains inlet protection BMPs can be used with approval of the Landscape Architect.
2. Covering of materials piles and/or gravel berks (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Landscape Architect.

The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

1. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean-up efforts shall be made prior to weekends and holidays.

   Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

   Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

2. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist on a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus material as well as domestic waste.

3. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

4. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of.

5. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and

cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

E. Drawing Document Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field conditions only with the approval of or at the direction of the Landscape Architect.

G. Exposed soils that are present, the Contractor shall promptly replant the area with native compatible, drought-resistant vegetation. No areas shall be left exposed over the winter season.

H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of grading. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.

I. Fiber Rolls shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

J. Housekeeping Practices shall be implemented as follows:

1. Material Delivery and Storage Area shall be designed and provided with a secondary containment method, as with berms. Store material on pallets and provide covering for soluble materials. Relocate storage area into building shell when possible. Inspect area weekly.

2. Concrete Waste Area shall be designated and provide for a temporary bermed pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete.

3. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal.

4. Vehicle Fueling, Maintenance and Cleaning shall be located in a designated area with a secondary containment, as with berms. Do not allow mobile fueling of equipment. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.

5. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

Erosion, sediment and pollution control plan has been prepared. The plan includes a description of all erosion, sediment and other pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be reviewed with the Landscape Architect a minimum of 48 hours prior to start of the work. The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Landscape Architect. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Landscape Architect.

K. Enforcement: Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

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

Item No. 5 – Construction Staking

This item shall consist of Construction Staking the existing surface to the lines for the park development shown on the plans in conformance of the Standard Specifications and these Special Provisions.

A. Staking:

1. Vertical control is established by the bench mark indicated on the drawings.

2. Layout of work shall be done under the supervision of the Contractor by a City-approved Land Surveyor licensed in California using professional-type instruments. Contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements. This surveyor shall certify that the completed work is done in a manner that the City can check from conformance as the work progresses.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Construction Staking as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 6 – Site Grading

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

A. Layout of Work:

1. Grade the site to the tolerances shown.

2. Tolerances: Site grading shall be to the elevations shown on the Drawings, plus or minus 0.1 foot vertically.

B. The Contractor shall meet the lines and grades as shown on the grading plan. It shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.

C. Relative Compaction for landscaped areas shall be 85%.

D. Planter Areas adjacent to paved areas shall be graded so that after settlement, the soil will be two inches (2") below the top of adjacent pavement, curbs or mowstrip.

E. Site Grading shall be approved by the Landscape Architect upon completion of grading operations and prior to beginning landscape planting.

F. Excavation Grading shall include removal of soil as required to construct concrete walkways and aggregate base, decomposed granite paving, curbing, mow strips, concrete pads, and planted areas. All excavated soil may be used in grading operations or placed outside of project limits within the site park at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 7 – Aggregate Base to Place

This item shall consist of furnishing and installing aggregate base (AB) under all concrete flatwork, and asphaltic pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Aggregate Base to Place under Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 8 - Concrete Flatwork to Construct

This item shall consist of furnishing and constructing reinforced Concrete Flatwork as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

D. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Concrete Flatwork to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 – 18" Colored Concrete Band to Construct

This item shall consist of furnishing materials and constructing the 18" Colored Concrete Band as shown on the plans in conformity with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions and the manufacturer's specifications.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Flatwork Colored Concrete: Davis Colors manufactured by Davis Colors; phone 213-269-7311. Pigments shall contain pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix-Ready disintegrating bags.

C. Flatwork Color: Color shall be as shown on the plans by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture.

D. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal. Apply curing compound for colored concrete in accordance with manufacturer's instructions.

E. Water-based Sealant shall be Okon, or approved equal, and applied to all Stamped Concrete surfaces in accordance with the manufacturer's specifications.

F. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius. Score joints shall be one inch (1") deep.

G. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

H. Test Panel shall be ***required*** and poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 18" X 3' X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Landscape Architect forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. The concrete sealer shall be applied to one half of test panel. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

I. Subgrade shall conform to Sections 19 and 14-7 of the Standard .

J. Dowel Reinforcement shall be done where new paving meets existing paving as shown on the plans. This item shall conform to Standard Specifications Section 24-11, 10-23 and 21.

K. Reinforcement shall be as shown on the plans and conform to Sections 10-23 and 21 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 18" Colored Concrete Band as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 - Stabilized Decomposed Granite Pavement

This item shall consist of furnishing and placing cement Stabilized Decomposed Granite Pavement on top of landscape weed fabric as shown on the plans and the detail thereon, in conformance with these Special Provisions.

A. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445, or "Butte" crushed rock fines, distributed by CL Smith, Woodland, CA (9530) 662-2633, or approved equal.

B. Submittal: Prior to placement of decomposed granite the Contractor shall submit a product sample and material summary sheet to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.

C. Weed Control shall conform to Section 35-6 of the Standard Specifications.

D. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 12-15 lbs. per ton of decomposed aggregate.

E. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.

F. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

G. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

H. Test Sample: Provide a 10' by specified width as a test sample, to be approved prior to

installation. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test sample. If the test is found to be unsatisfactory by the City, additional test samples shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test sample shall be the same as those used throughout the installation of stabilized decomposed granite paving.

I. Installation: Evenly spread prepared crushed granite fines/binder material according to plans in two inch (2") lifts on prepared sub-grade. Grade and smooth decomposed granite material, thoroughly water entire area to a uniformly moisture. Roll each lift with a 2000 to 4000 lbs. static drum roller to form a uniform, smooth surface. Compact each lift to 95%. Do not use vibratory plate compactor or vibration function on roller as vibration separates large aggregate particles.

Upon completion of the final lift, fill any depressions, holes or divots and reroll using the above process.

Allow sufficient curing period of +/- 48 hours prior to use. Take all precautions to protect completed work from traffic until completely dry. Rake off any crusted cement on top of surface and repair or replace all damaged areas due to tire ruts, erosions, compaction failure, etc. until the project is accepted.

J. Finish: The finished surface of the paving shall firm, stable and smooth and even, with a consistent grade, with no high or low points. The paving shall be flush with adjacent concrete containment edge.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Stabilized Decomposed Granite Pavement as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 11 – 9" Concrete Mow Strip to Construct

This item shall consist of constructing 9" Concrete Mow Strip as shown on the plans in conformance with Section 10, 19 and 24 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.

D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.

E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be place at 20' O.C., and score lines at 10' O.C.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 9" Concrete Mow Strip to Construct as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 12 - 6" Raised Curb to Construct

This item shall consist of constructing 6" Raised Curb as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.

B. Subgrade shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.

C. Finish shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.

D. Expansion & Score Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following. Expansion joints shall be three eight inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Score joints shall be one inch (1") deep and shall be edged to a three-eighths inch (3/8") radius. Expansion joints shall be place at 20' O.C. and score joints shall be placed at 10' O.C.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 6" Raised Curb to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 13 – Accessible Raised Planters to Construct

This item shall consist of constructing Accessible Concrete Plots as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.

B. Subgrade shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.

C. Reinforcement shall be as shown on the plans.

D. Finish shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.

E. Expansion & Score Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following. Expansion joints shall be three eight inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Score joints shall be one inch (1") deep and shall be edged to a three-eighths inch (3/8") radius. Expansion joints shall be place at 10' O.C.

F. PVC Weep Holes shall be installed as shown on the plans and detail thereon.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Accessible Concrete Plots to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 14 - Double Swing Tubular Gates to Install

This item shall consist of furnishing and installing 8' wide double swing tubular steel gates with padlock provision as shown on the plan in conformance with these Special Provisions.

A. Tubular Steel Gate - All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.

B. Post – Gate posts shall be as shown on the plans.

C. Gate shall be shall be as shown on the plans.

D. Gate Frame shall be as shown on the plans.

E. Pickets shall be as shown on the plans.

G. Heavy Duty Ball Bearing Hinges – shall be by Builder Fence Company, Inc. square type ball bearing hinge model number 83391 or approved equal. Hinge shall be installed per the manufacturer's specifications.

H. Hardware Materials – see detail for information.

J. Hinges – Industrial grade ball bearing hinges and self-closing, spring loaded hinge. See detail for additional information.

K. Finish shall be black powder-coated. All field cuts and welds shall be painted with one coat of primer and two coats of black enamel paint to match fence finish. Refer to fence detail.

L. Concrete Footings shall be installed as specified on the plans and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-1/5 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Double Swing Tubular Gates to Install as shown on the plan and as specified in these Special Provision and directed by the Landscape Architect.

Item No 15 – 4' Wide Arch Gate to Install

This item shall consist of furnishing and installing a 4' wide single swing tubular steel arch gate with keypad lock as shown on the plan in conformance with these Special Provisions.

A. Tubular Steel Fence – All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.

B. Posts – Line, corner and gateposts shall be 2 1/2" square posts. For post footing see Plans.

C. Horizontal Rails shall be 1-1/2" square 12 gauge tube steel.

D. Vertical Pickets shall be 3/4" tube steel spaced @ 3 1/2" on center.

E. Gate Sizes shall be 10'-0" clear across for double gate with 4'-9" wide per gate. 4'-0" clear for single pedestrian gate.

F. Gate Frame to be 1 ½" square 12 gauge tubular steel.

G. Gate Latch shall be as shown on details.

H. Gate Hinge shall be heavy duty, commercial grade ball bearing and self-closing, spring loaded hinge structurally capable of supporting gate leaf and allow opening and closing without binding by Builder Fence Company, Inc. model number 83391 or approved equal.

I. Self-Closing Gate Closure shall be heavy duty outdoor hydraulic gate closure. The Contractor shall submit a cut sheet with the product information / specification for approval by the Landscape Architect.

J. Perforated Metal – Perforated metal shall be item no. **85006** by Builders Fence Company or approved equal, large hole (3/32"), 5/32" staggered centers, 24 gauge thickness, and welded to fence as shown on the plan.

Distributed by: American Building Supply, (916) 717-6397, FAX (916) 484-3454

K. Finish – Furnish all primer, paint, and other finishes as shown and specified.
After fabrication, all materials to be power-washed in a phosphoric acid solution, dried, and receive two coat shop primer and two coats gloss black enamel, equal to Rustoleum.

1. The paint manufacturer Standard Specification will be considered as the minimum standard for the work.
2. Provide sample finishes on the actual surface to be painted. Approved samples will become standard.
3. Submit a complete list of all materials proposed for use.
4. All materials shall be "first line" or best quality as manufactured by Kelly-Moore, Sherwin Williams, Fuller-O'Brian, or approved equal.
5. Painting and Finishing schedule. Shall be as shown on the plans.
6. Apply all finishes in strict accordance with manufacturers' recommendations.
7. Painter shall repair any scratches, chips, etc. that occur during construction.

L. Knox Box: shall be provided by the City of Sacramento.

M. Key Pad Lock and Touch bar Hardware – shall be per plans and shall be installed per the manufacturer's specifications. The contractor shall submit all manuals and keys supplied by the vendor for the new device to the City. The Contractor shall submit a cut sheet with the product information / specification for the following items for approval for the Landscape Architect.

1. Touch bar Hardware: Touch bar Crash Bar shall be XP 98/99, Rim Exit Device manufactured by Von Duprin or approved equal. Contractor shall provide and install as per manufacturer's specifications.

   Distributed by Kaba Ilco Corp, 1-800-849-8324

2. Keypad Lock: Entry Push Key Lock shall be Simplex LP 1000 992L-BE or approved equal. Contractor shall provide and install as per manufacturer's specifications. Contractor shall program the gate to be locked at all times and to be entered with the following code **"4321"**.

Distributed by Kaba Ilco Corp, 1-800-849-8324

N. Concrete Footings installed as shown on the plans and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications. Concrete footings shall be 2'-6" deep by 12" in diameter.

O. Submit shop drawings for review and approval prior to ordering materials. Shop drawings shall show dimensions, sizes, thickness, gauges, finishes, joining, attachments, and relationship of work to adjoining construction.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 4' Wide Arch Gate to Install as shown on the plan and as specified in these Special Provision and directed by the Landscape Architect.

Item No. 16 – 6' High Tubular Steel Fence

This item shall consist of furnishing and installing 6' high tubular steel fence as shown on the plan and details, and in conformance with these Special Provisions.

A. Tubular Steel – All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.

B. Posts – Line and corner posts shall be as shown on the plans.

C. Horizontal Rails shall be as shown on the plans.

D. Vertical Pickets shall be as shown on the plans.

E. Concrete Footings shall be installed as shown on the plans and details and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

F. Finish – All fence, gate components, lock and hardware shall be black powder coated. Any cuts or field welds shall be ground smooth, painted with one coat of primer and two coats of black paint to match. Continuous weld all joints and grind smooth, typ. All posts shall have square cap, typ.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 6' High Tubular Steel as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 17 – Community Garden Entry Sign

This item shall consist of furnishing and installing a metal community garden entry sign as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Sign shall be powder coated black.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Community Garden Entry Sign as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 18 – 2" x 4" Trex Header Board to Place

This item shall consist of furnishing and installing 2 x 4 Trex Header Board as shown on the plans and as specified in the Special Provisions.

A. Header Board shall be 2" x 4" x 14' length manufactured by Trex Company, Inc. or approved equal. Trex is made from a unique combination of reclaimed wood and plastic. Color shall be Cedar.

Local Supplier: Berco Redwood, 4560 Auburn Blvd., Sacramento, CA 95841, Phone: (916) 483-2001

B. Stakes shall also be metal as shown on the plans and the detail thereon.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the 2" x 4" Trex Header to Place as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 19 – Imported Topsoil

This item shall consist of furnishing and placing imported premium blend topsoil (evenly mixed 70% topsoil/30 % humic compost) in the community garden plots, and raised accessible planter as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

A. Certification stating quantity, type, and composition, weight and origin for all import topsoil shall be delivered to the City Representative before the material is used on the site.

B. Soil Samples shall be provided, a one-quart sample of the import topsoil shall be sent to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site, until the City Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

C. Import Topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

Payment shall be made at the lump sum price bid, and shall include shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Import Topsoil to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 20 – Compost Bins

This item shall consist of furnishing and installing Compost Bins as shown on the plans and as specified in the Special Provisions.

Compost Bin shall be as shown on the plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all

labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Compost Bins as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 21 - 8′ x 10′ Tuff Shed to Install

This item shall consist of furnishing and installing a 8′ x 10′ Tuff Shed as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Storage Shed shall be a by Tuff Shed, model: Premier Pro Series, Pro Ranch, Size 8′ x 10′ or approved equal, painted shed, with options organization package, turbine vent, ridge vent, radiant barrier roof decking, 30 year shingle upgrade and screen vents.

B. Shed shall be installed directly onto a concrete pad with J-bolts as shown on the plan and detail. Concrete shall be paid for under "Concrete Flatwork", of these Special Provisions. Bolt pattern shall be provided by Tuff Shed. No 2"x6" galvanized steel floor joist system required. J-bolts shall be installed as specified by the manufacturer and shall be provided by the contractor.

1) Heavy-Duty 3/4" Tongue & Groove Plywood Flooring

2) Large Three (3) FT Wide Steel Reinforced Door

3) Patented Keyed Locking Handle

4) Premium Siding with a 50-Year Limited Warranty

5) 1"x4" Pre-Primed Forestrim® Trim Boards

6) Owens Corning® PRO 30 Shingles with a 30-Year Limited Warranty

7) 15# Roofing Felt Paper

8) Radiant Barrier Roof Decking (5/8")

9) Extremely Strong 2"x4" Rafters Joined with Steel Plates

10) Double Top Plates on All Walls

11) Baked Enamel Steel Drip Edge

12) 16" On-Center Framing with 3 Studs in Every Corner for Extra Strength

Warranty - TUFF SHED, Inc. warrants to the original purchaser, that the TUFF SHED® Premier Pro Series™ storage building is free of defects in material and workmanship upon delivery, and will repair or replace any components that do not provide reasonable service under normal use, for a period of ten (10) years from the date of purchase. Correction by repair or replacement of materials or workmanship in your TUFF SHED® Premier Pro Series™ product,

which our examination shall disclose to our satisfaction to be defective, shall constitute fulfillment of all liabilities of TUFF SHED, Inc. under this warranty.

B. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Benches to Install as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 22 – Park Rule Sign to Install

This item shall consist of proving materials and installing various Park Rules Signs as shown on the Plans in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

A. Sign shall provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.

B. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Park Rules Sign to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 23 - Picnic Tables to Install

This item shall consist of furnishing and installing Picnic Tables as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Picnic Table shall be per Plans, or approved equal, and installed per the manufacturer's instructions.

B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.

C. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the Lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Picnic Table to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 24 – Metal Bug Shapes to Install

This item shall consist of furnishing and installing metal shapes of various bugs to be mounted on the tubular steel fence as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Metal bug shapes shall be powder coated, color as indicted on the plans.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Metal Shapes to Install as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 25 – Irrigation Water Tap, Meter and Backflow Preventer

This item shall consist of furnishing materials, applying for water tap, paying applicable tap, meter, water development fees, and installing a water tap, meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

A. Supply Line shall be PVC pipe under 2-1/2" and under shall be Schedule 40 and pipe 3" and large shall be Class 315, solvent weld and shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications.

B. Shut-off Valve shall be a gate valve as specified in Section 27-7 and 38 of the Standard Specifications.

C. Water Tap and Meter shall be as specified in Section 27 of the Standard Specifications and to be installed by the City Water Division. Size of water tap is shown on the plans. Meter shall be the same size as the water tap. The Contractor shall contact the Customer Service Office, located at 1391 35th Avenue, or by calling (916) 264-5371. A Water Development Impact fee will be required on this City park project. Contractor should allow 60 days for installation of water tap by the City after payment.

D. Backflow Prevention Assembly shall conform to Section 10-49 and the appropriate Standard Drawing W-606 or W-607 of Section 38 of the Standard Specifications.

   The lowest point of the Backflow Prevention Assembly shall be placed with a 12" minimum clearance and 15" maximum clearance from finished grade. After installation, the backflow prevention assembly must be tested for proper operation by a certified backflow device tester prior to use. All backflow prevention devices and risers shall be painted Hunter Green or approved equal.

E. Concrete Pad shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.

F. Freeze Protection Bag shall be required

G. New Backflow Preventer shall be enclosed with an insulated backflow preventer cage, Placer Waterworks Model #PW/E1 A-S or approved equal. Available through Placer Waterworks (916) 773-2959, FAX (916) 773-2958.

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

Item No. 26 - Automatic Irrigation System

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

B. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

C. Master Valve shall be normally closed with 24 V solenoid and a bypass master valve normally open. Master Valve's sizes and type as shown on the plans and per Standard Drawing No. "L-20" of Section 38 of the Standard Specifications. Install per details and manufacturer's specifications. Pull four additional wires in different colors from controller to master valve.

D. Flow Sensor and Output Transmitter: Install the flow sensor as per the details and manufacturer's specifications. Pulse output transmitter shall be installed per the manufacturer's specifications.

E. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.

F. Electrical shall conform to Section 34 of the Standard Specifications.

G. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

a. Full Rotor - Red Wire
b. Part Rotor - Green Wire
c. Spray Heads - Yellow Wire
d. Bubblers - Blue Wire

e. Common Wire - White Wire

H. Quick Coupling Valves shall be by Hunter Model HQ-5RC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") treaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade.

I. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.

J. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 315 PVC for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

K. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

L. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.

M. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.

N. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-0 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.

O. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans._Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

P. Batter Operated Controller shall as indicated on the plans, and installed per manufacturer's specifications.

Q. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Automatic Irrigation System as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 27 – Hose Bib System to Install

This item shall consist of installing a Hose Bib Irrigation System as shown on the plans and the details including extending the existing a new 1-1/2" domestic water line from the existing drinking fountain in the park to the community garden in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All pressure fittings for PVC pipe shall be Schedule 80.

B. Gate Valve shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications, shall be the type and model as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

C. Hose Bibs shall be either a single or double hose bib with hose vacuum breaker attachment as shown on the plans.

D. Recycled Plastic Post shall be per plans.

E. Metal Straps shall be per plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Hose Bib System to Install as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Landscape Architect.

Item No. 28 – Trees to Plant (24" box)

This item shall consist of furnishing, preparing and planting 24" Box Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.

1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.

2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch (2") diameter.

4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.

6. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Trees to Plant (24" box) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 29 - Shrub and Groundcover Areas to Plant

This item shall consist of furnishing, preparing and planting Shrub and Groundcover Areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications. Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts,

cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Shrub and Groundcover Areas to Plant as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 30 – Landscape Weed Fabric to Place

This item shall consist of furnishing and installing landscape weed block fabric in all new planting areas shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions. Landscape weed fabric is not required to be place within existing planting areas.

A. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

B. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Landscape Weed Fabric to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 31 – Bark Mulch to Place

This item shall consist of furnishing and installing bark mulch in new planting area shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions.

A. Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Bark Mulch to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 32 – Plant Establishment (30 days)

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.

B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.

C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.

D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be Thirty (30) Calendar Days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

E. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restacked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.

F. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free, as determined by the Inspector.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Plant Establishment (30 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 33 – Leaf Shades to Install

This item shall consist of furnishing and installing a leaf shades as shown on the plans, including concrete footing as indicated on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Leaf Shades shall per Plans, or approved equal, and installed per the manufacturer's instructions. The concrete items shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer.

B. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Leaf Shades to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 34 – Concrete Ladybug to Place

This item shall consist of installing a Concrete Ladybug per the manufacturer's specification and details in conformance with these Special Provisions.

A. Concrete Ladybug shall by Cemrock, made of concrete and painted, and shall be per plans, and installed per the manufacturer's instructions.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved Concrete Frog and Spotted Newt to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 35 – Chimes to Install

This item shall consist of installing a Music Chimes as shown on the plans per the manufacturer's specification and details in conformance with these Special Provisions.

A. Chimes shall be per plans, and installed per the manufacturer's instructions.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved Chimes to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 36 – Message Board to Install

This item shall consist of furnishing and installing a message board, to be mounted on the side of the storage shed as shown on the plan and details, and in conformance with these Special Provisions.

A. Message Board shall be as indicated on the plans and installed per the manufacturer's instructions.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Message Board to Install as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Additive Alternate Bid Items

Item No. A1 – Brick Paving to Construct

This item shall consist of furnishing and installing brick paving on a reinforced concrete flatwork as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these

Special Provisions and Section 39 of the State Standard Specifications.

A. Quality Assurance
1. Use a qualified paving contractor experienced in the installation of similar products.
2. All brick tests shall be performed by an independent certified testing laboratory.
3. All brick tests shall be in accordance with ASTM C67 latest edition.

B. Submittals

1. Submit for architect's approval a test report and certificate of conformance for each type and color of brick specified on contract documents.
2. Test reports shall include:
   a. Compressive strength
   b. Modulus of Rupture
   c. 24 hour cold water absorption
   d. 5 hour boil
   e. Saturation coefficient
   f. Initial rate of absorption
   g. Efflorescence
   h. Weather classification
   i. Paver type
3. Certificate of conformance shall state that brick meet or exceed applicable ASTM specifications indicated herein.

C. Sample Panel
1. A 4' x 4' sample panel shall be set up at the job site showing the proposed color range, texture, bond, workmanship and where applicable, mortar.
2. Upon acceptance of the sample panel, a field panel shall be laid up out of the actual material to be used on the job.
3. No brick shall be shipped from the manufacturer to the site until architect's acceptance of the field panel. Once the first 100 square feet of the job has been installed and approved, this becomes the accepted standard for workmanship, color and texture. Upon approval, the field panel may be removed.

D. Paving Brick
1. All brick shown on contract documents shall be color and texture as manufactured by H.C. Muddox or approved equal, , 4875 Bradshaw Rd., Sacramento, CA 95827.
2. Dimensions width x height x length.
3. Maximum permissible variation on length is 1/8 inch. Maximum permissible variation on width and height is 1/16 inch.

E. Concrete Slab – refer to Concrete Flatwork to Construct for additional specifications.

F. Heavy Traffic Brick - Heavy Traffic brick shall have the properties listed below:
1. Minimum compressive strength 10,000 psi.
2. Minimum Modulus of Rupture 1,500 psi.
3. Maximum cold water absorption 6 percent.
4. Minimum thickness 2.625 inches.

5. Maximum Abrasion Index .08.

G. Mortar - Mortar shall be Type N conform to ASTM C270. Brick should be placed in a single operation bedding and joint filling method. Mortar shall consist of 1 part cement (ASTM C-150 Type I or II, Low Alkali), 1 part lime (ASTM C0-207) and 6 parts sand (ASTN C-144) is acceptable. The mortar bed thickness should as show on the plans.

H. Mortar Joints shall 3/8 inch, and shall be concave.

I. Construction
1. Install all utilities, pipes, and proper subgrade as required to support rigid base.
2. Place expansion and control joints in the rigid base as required and continue joints to the surface of the brick pavement.
3. Spread the mortar bed to the proper thickness and install the brick pavers.
4. Using a trowel or grout bag, fill all voids between brick pavers.
5. Compress and tool joints using a concave tooled joint. Allow the mortar to become thumbprint hard before tooling.
6. Scrape and remove excess mortar from brick. Brush clean.
7. Clean brick within 2 to 4 weeks. Clean brick pavement using mild detergents and the "bucket and brush" method recommended by BIA Technical Note #20R. Follow recommendations as outlined in Technical Bulletin 4: Brick Cleaning Recommendations.

J. Brick Pattern shall be as shown on the plans.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Brick Paving to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. A2 – Seat Wall to Construct

This item shall consist of furnishing and constructing the colored Concrete Seatwall as shown on the plans in conformance with Sections 10, 20, and 21 of the Standard Specifications, and these Special Provisions.

A. Cast in Place Concrete Seatwall shall be constructed as shown on the plans.

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

C. Finish shall be sandblasted, all exposed surfaces.

D. Flatwork Colored Concrete: Davis Colors manufactured by Davis Colors; phone 213-269-7311. Pigments shall contain pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix-Ready disintegrating bags.

E. Flatwork Color: Color shall be as shown on the plans by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture.

F. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal. Apply curing compound for colored concrete in accordance with manufacturer's instructions.

G. Water-based Sealant shall be Okon, or approved equal, and applied to all Stamped Concrete surfaces in accordance with the manufacturer's specifications.

H. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius. Score joints shall be one inch (1") deep.

I. Test Panel shall be ***required*** and poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 12" X 2' minimum dimensions. The Contractor shall notify the Landscape Architect and Landscape Architect forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. The concrete sealer shall be applied to one half of test panel. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

J. Subgrade shall conform to Sections 19 and 14-7 of the Standard Specifications.

K. Reinforcement shall be as shown on the plans and conform to Sections 10-23 and 21 of the Standard Specifications.

L. Tiles shall be as indicated on the plans and detail thereon.

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

CITY OF SACRAMENTO

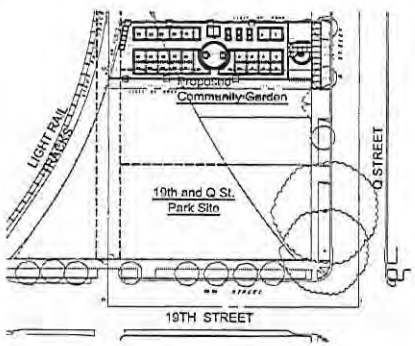
DEPARTMENT of PARKS and RECREATION
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

19TH and Q ST. COMMUNITY GARDEN

P.N. L19011900
SEPTEMBER 2015

ADDRESS: 1818 Q STREET
PARCEL NO.: 007-0312-006-0000
TOTAL IMPROVED AREA: 0.18 ACRE



LOCATION MAP
NOT TO SCALE
NORTH

GENERAL NOTES

1. COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
2. TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 6-10 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
3. EXISTING FACILITIES: REFER TO SECTION 13 EXISTING FACILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
4. LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-13 MAIN AND TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
5. PERMANENT SURVEY MONUMENTS: REFER TO SECTION 6-5 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
6. IF HUMAN BURIALS ARE ENCOUNTERED: ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN, BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND ANY IDENTIFIED DESCENDANTS MUST BE NOTIFIED AND RECOMMENDATIONS FOR TREATMENT SOLICITED. PURSUANT TO: CEQA SECTION 15064.5; HEALTH AND SAFETY CODE SECTION 7050.5; PUBLIC RESOURCES CODE SECTION 5097.94 AND 5097.98.
7. TRENCH SAFETY PLANS: REFER TO SECTION 6-8 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
8. PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-7 PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
9. RECORD DRAWINGS: REFER TO SECTION 5-8 RECORD DRAWINGS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
10. LAWS, REGULATIONS: REFER TO SECTION 6-1 LAWS TO BE OBSERVED AND SECTION 6-2 CERTAIN LAWS AFFECTING THE WORK OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR REQUIREMENTS.
11. UTILITIES: THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.

VICINITY MAP
NOT TO SCALE
NORTH

SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
DEMOLITION AND GRADING PLAN	L2
LAYOUT PLAN	L3
IRRIGATION AND PLANTING PLAN	L4
CONSTRUCTION DETAILS	L5, L6

811 Know what's below. Call before you dig.

CITY REPRESENTATIVE:

DENNIS DAY, LANDSCAPE ARCHITECT, #4386
CITY OF SACRAMENTO, LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD. FLOOR, SACRAMENTO, CA 95814
dday@cityofsacramento.org , OFFICE: (916) 808-7633, FAX: (916) 808-8275

APPROVED BY:

PAMELA SLOAN, (INTERIM DIRECTOR — 9/22/15 (DATE)
DEPARTMENT OF PARKS AND RECREATION

C. GARY HYDEN, SUPERVISING LANDSCAPE ARCHITECT #1741 — 9/22/15 (DATE)
DEPARTMENT OF PARKS AND RECREATION

SHANNON D. BROWN, PARK OPERATIONS MANAGER — 9/22/15 (DATE)
DEPARTMENT OF PARKS AND RECREATION

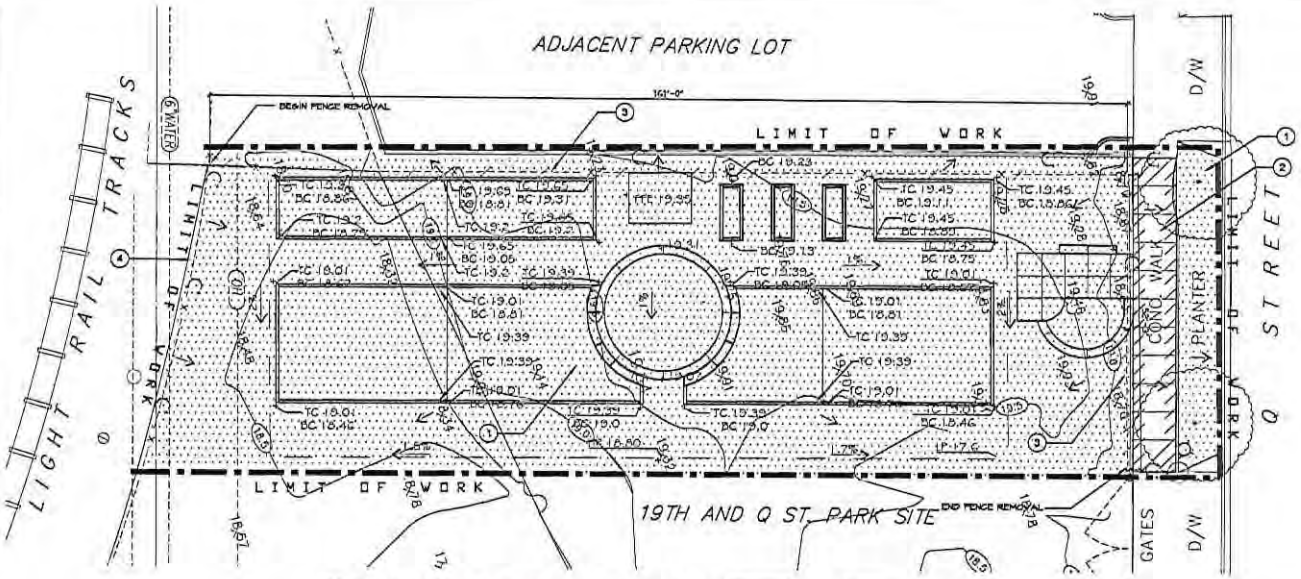
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

SACRAMENTO Parks and Recreation

19th and Q Street community Garden
COVER SHEET

LANDSCAPE ARCHITECT D. DAY
DESIGN BY/DRAWN BY D. DAY
CAD FILE
DATE SEPT 2015
SCALE AS SHOWN
P. N. L19011900
REVISIONS

SHEET NO. L1 of 6



DEMILITION AND GRADING PLAN

DEMOLITION AND GRADING NOTES

1. SEE GENERAL NOTES ON COVER SHEET L-1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. CONTRACTOR SHALL PROVIDE A TEMPORARY FENCE AT THE PERIMETER OF THE PROJECT PER SPECIFICATIONS.
4. ALL EXISTING ITEMS ON THE SITE ARE TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. ALL DAMAGE CAUSED BY THE CONTRACTOR DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY.
5. THE CONTRACTOR SHALL COORDINATE A MEETING WITH THE CONSTRUCTION INSPECTOR TO REVIEW EXISTING CONDITIONS. THE INSPECTOR AND CONTRACTOR SHALL MARK EXISTING CRACKED AND DAMAGED HARDSCAPE PRIOR TO THE START OF CONSTRUCTION.
6. REMOVE ALL VISIBLE EXISTING IRRIGATION EQUIPMENT AND ANY BELOW-GRADE COMPONENTS THAT WOULD INTERFERE WITH THE WORK TO THE LIMIT OF THE WORK EXCEPT AS SHOWN TO BE MODIFIED.
7. CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
8. DUST CONTROL: REFER TO EROSION CONTROL FOR PROJECTS UNDER 1 ACRE OF THESE SPECIAL PROVISIONS.
9. NO SOIL, MORTAR OR OTHER RESIDUE SHALL BE ALLOWED TO ENTER STREETS, GUTTERS, OR STORM DRAINS. ALL MATERIAL AND WASTE SHALL BE REMOVED FROM THE PROJECT SITE.
10. BETWEEN OCTOBER 15 AND MAY 15 EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHENEVER THE FIVE-DAY PROBABILITY OF RAIN EXCEEDS 30%. DURING THE REMAINED OF THE YEAR, THEY SHALL BE IN PLACE AT THE END OF THE WORKING DAY, WHENEVER THE DAILY RAINFALL PROBABILITY EXCEEDS 50%.
11. ALL EXISTING TREES TO BE PRESERVED SHALL BE FULLY PROTECTED FROM INJURY OR DAMAGE. DAMAGED OR INJURED TREES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO THE CITY'S SATISFACTION. THE CONTRACTOR SHALL NOT ALLOW STORAGE OR CONSTRUCTION MATERIALS OR PARKING OR EQUIPMENT AND VEHICLES WITHIN A TREE DRIP LINE.
12. WALKWAY CROSS SLOPES SHALL BE 1% MIN., 2% MAX. AND SHALL NOT EXCEED 4.0% SLOPE LONGITUDINALLY EXCEPT AT SPECIFIED RAMP LOCATIONS.
13. ALL EXISTING IMPROVEMENTS AND FACILITIES OF NEIGHBORING PROPERTIES SHALL BE PROTECTED AND SHALL NOT BE DISTURBED EXCEPT AS REQUIRED BY THE CONSTRUCTION OF THESE IMPROVEMENTS. IF DAMAGE TO THESE EXISTING FACILITIES OCCURS DUE TO THE CONSTRUCTION OF PROPOSED IMPROVEMENTS, THE NECESSARY REPAIRS WILL BE AT THE EXPENSE OF THE CONTRACTOR.
14. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SACRAMENTO REQUIREMENTS AND STANDARD SPECIFICATIONS (LATEST EDITION).
15. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE STANDARD CONSTRUCTION SPECIFICATIONS AND AS DIRECTED BY THE PARK CONSTRUCTION INSPECTOR. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOTIFY THE CITY OF SACRAMENTO PARK CONSTRUCTION INSPECTOR IMMEDIATELY UPON COMPLETION OF STAKING.
17. THE CONTRACTOR SHALL NOTIFY THE CITY OF SACRAMENTO PARK CONSTRUCTION INSPECTOR TWO WORKING DAYS PRIOR TO THE INTENTION TO COMMENCE WORK. THE CONTRACTOR SHALL NOT START ANY GRADING UNTIL THE CITY COMPLETES PRE-GRADING INSPECTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
19. GRADES SHALL BE ESTABLISHED TO MAINTAIN CONSTANT SLOPES BETWEEN SPOT ELEVATIONS AND CONTOURS INDICATED ON THE PLANS AND CONFORM TO EXISTING GRADES.
20. THE CONTRACTOR SHALL ADHERE TO THE CITY OF SACRAMENTO'S DUST CONTROL MEASURES PER THE GRADING ORDINANCE. NORMAL WETTING PROCEDURES SHALL NOT OCCUR ON EXCESSIVELY WINDY DAYS. DAILY CLEAN-UP OF DUST CARRIED ONTO STREET SURFACES BY CONSTRUCTION SHALL BE REQUIRED. UPON COMPLETION OF SITE PREPARATION ACTIVITIES, THE CONTRACTOR SHALL TAKE MEASURES TO REDUCE EROSION. PAVING AND PLANTING SHALL BE COMPLETED AS SOON AS POSSIBLE. THE CONTRACTOR SHALL DESIGNATE A PERSON TO MONITOR THE DUST CONTROL PROGRAM AND OVERSEE IMPLEMENTATION OF THE DUST CONTROL STRATEGIES.
21. ALL CONTOURS AND GRADES IN IMPROVED AREAS SHALL BE FINISHED SMOOTH WITH NO ABRUPT ELEVATION CHANGES.
22. FINISH GRADE AT TURF AREAS SHALL BE ± BELOW THE TOP OF ADJACENT CONCRETE FLATWORK OR MOWSTRIPS.
23. GRADES SHALL BE ADJUSTED AS REQUIRED FOR A BALANCED SITE.
24. ALL DRAIN PIPES SHALL BE PVC SDR-35 STORM DRAIN PIPE OR AS NOTED ON THE PLANS.
25. THE GRADING WORK UNDER THIS CONTRACT CONSISTS OF EARTHWORK AND COMPACTION REQUIRED TO ESTABLISH GRADES TO CONFORM TO THE CONTOURS, GRADES, LINES AND SHAPES AS INDICATED ON THE PLANS. FINAL ADJUSTMENT MAY BE NECESSARY IN THE FIELD BY RAISING OR LOWERING PROPOSED GRADES.
26. THE CONTRACTOR SHALL MEET THE LINES AND GRADES AS SHOWN ON THE GRADING PLANS. SHOULD IMPORT OR EXPORT OF SOIL BECOME NECESSARY TO MEET THE LINES AND GRADES AS SHOWN ON THE PLANS, IT SHALL BE AT THE SOLE EXPENSE OF THE CONTRACTOR. SHOULD EXPORT OF SOIL BECOME NECESSARY, IT SHALL BE AT THE DISCRETION OF THE LANDSCAPE ARCHITECT TO ALLOW THE CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS TO BALANCE THE EARTHWORK ON SITE AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EARTHWORK CALCULATIONS AND INCLUDING ANY IMPORT OR EXPORT COSTS THAT MAY BE REQUIRED IN BID OR PER BID.

I HAVE COMPLIED WITH THE CRITERIA OF THE SACRAMENTO CITY CODE CHAPTER 15.92 AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE GRADING PLAN

LANDSCAPE ARCHITECT'S SIGNATURE DATE

DEMOLITION AND GRADING LEGEND

- 6' HIGH TEMPORARY CONSTRUCTION FENCE TO PLACE (SEE DEMOLITION NOTE 3)
- EXISTING TREE TO REMAIN AND PROTECT
- EXISTING 6' CHAIN LINK FENCE TO REMAIN, PRESERVE AND PROTECT
- REMOVE AND DISPOSE OF EXISTING 6' CHAIN LINK FENCE AND FOOTINGS, SEE DEMOLITION KEY NOTE #3
- CLEAR AND GRUB EXISTING VEGETATION, SEE KEY NOTE 1.
- REMOVE AND DISPOSE OF EXISTING CONCRETE FLATWORK, SEE DEMOLITION KEY NOTE #2.
- NEW 6" RAISE CURB SEE LAYOUT PLAN.
- NEW 6" ACCESSIBLE PLANTER, SEE LAYOUT PLAN.
- NEW CONCRETE FLATWORK, SEE LAYOUT PLAN.

29.19	× 29.19	SPOT ELEVATION
		DIRECTION AND SLOPE OF SHEET DRAINAGE
		MATCH EXISTING GRADE
	TC	TOP OF CURB ELEVATION
	BC	BOTTOM OF CURB ELEVATION
	TW	TOP OF WALL
	BW	BOTTOM OF WALL
	HP	HIGH POINT ELEVATION

DEMOLITION KEY NOTES

1. CLEAR AND GRUB ALL EXISTING VEGETATION AND DISPOSE OFF THE PROJECT SITE.
2. REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK AS SHOW TO AND EXPANSION JOINT OR SAW CUT AT LIMIT OF REMOVAL AS SHOWN.
3. REMOVE AND DISPOSE OF EXISTING 6' CHAIN LINK FENCING INCLUDING POSTS AND CONCRETE FOOTINGS.
4. EXISTING 6' CHAIN LINK PROPERTY LINE FENCE ALONG REGIONAL TRANSIT LIGHT RAIL TRACKS TO REMAIN, PRESERVE AND PROTECT IN PLACE.

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PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

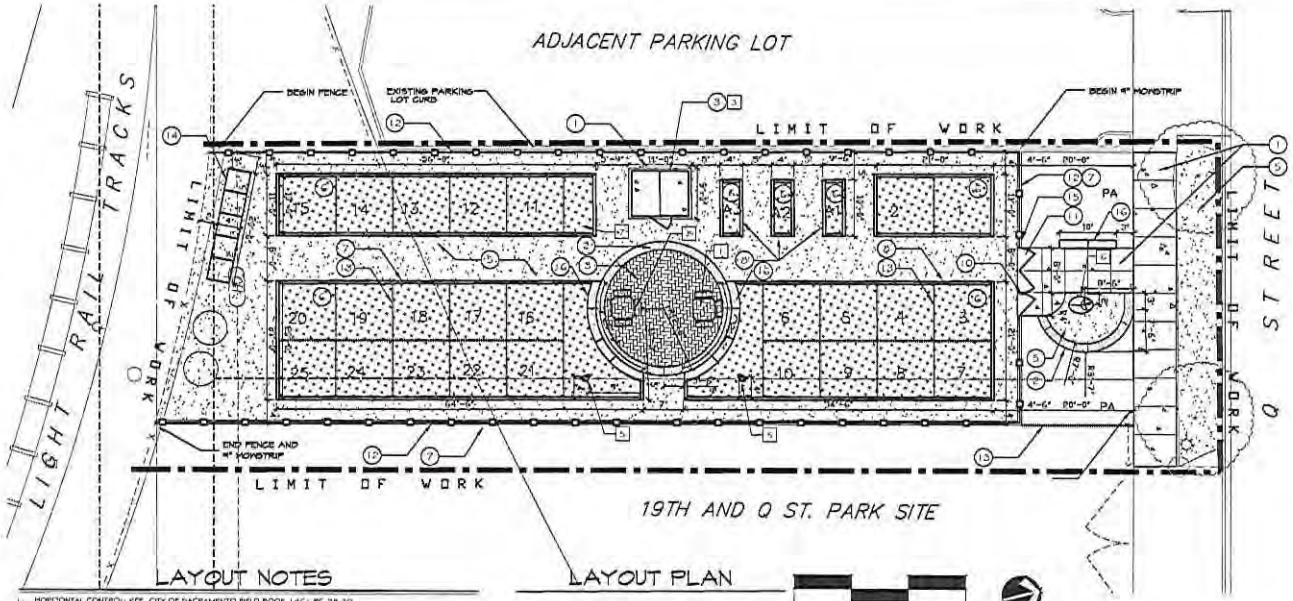
SACRAMENTO Parks and Recreation

19th and Q Street Community Garden
DEMOLITION AND GRADING

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT 2015
SCALE: AS SHOWN
P. N. 11-001/1005
REVISIONS:

STATE OF CALIFORNIA

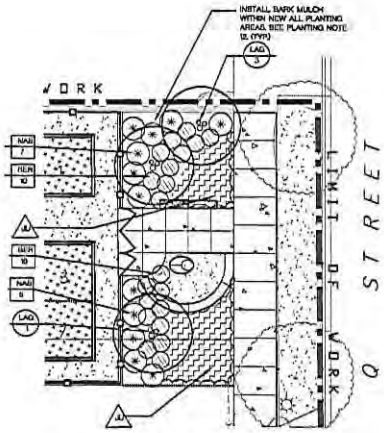
SHEET NO. L2 of 6



LAYOUT PLAN

SCALE: 1" = 10'-0"

NORTH



PLANTING PLAN

SCALE: 1" = 10'-0"

NORTH

LAYOUT NOTES

1. HORIZONTAL CONTROL: KEY, CITY OF SACRAMENTO FIELD BOOK, 1461 PG 28-30.
2. THE DATUM IS BASED ON THE CALIFORNIA COORDINATES SYSTEM, NORTH AMERICAN DATUM (NAD) 1983, ZONE II UTILIZING COORDINATES FROM RECORD OF SURVEY 63 PAGE 29, CALIBRATION POINTS 63301, 63302, 63303, 63402, 63404 63501, 63505. SF=0.99999903 TO DIVIDE DISTANCE TO OBTAIN GROUND. BASIS OF BEARINGS CL Q STREET BETWEEN 17TH AND 18TH STREETS N72°31'40"W 401.41 REC (438.5 M) N 71°03'05"W 401.35' MEAS. NAD83 REF. 438.5 M. (TPM) 2, 2006-203 PG 1055, 20090528 PG 0708, 20080111 PG 0693, 20060608 PG 0915, 870207 PG 1853, 891114 PG0368, 0389 0390, 94 PG 131, 19990422 PG 0624. CITY OF SACRAMENTO FIELD BOOK 1455 PG 17.
3. VERTICAL CONTROL: PM297-05A, ELEV. 17.2311', HILTI NAIL LIGHT IN TRAFFIC LIGHT BASE, NE CORNER OF 16TH AND Q STREETS. NAVD 29, UNADJUSTED PER CITY CITY CHARTER.
4. WRITTEN DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE PARK CONSTRUCTION INSPECTOR PRIOR TO INSTALLATION. ALL DIMENSIONS ARE TO INSIDE EDGE OF CONCRETE FLATWORK/MOWSTRIP, FACE OF CURB, OR CENTER POINT OF RADIUS. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS BETWEEN POINT STATIONS ALONG WALKWAY.
5. VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY PARK CONSTRUCTION INSPECTOR IF THERE ARE SUBSTANTIAL DISCREPANCIES.
6. ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS. REFER TO SPECIFICATIONS + DETAILS FOR ADDITIONAL INFORMATION. SOME MATERIALS MAY REQUIRE SEVERAL WEEKS OR MONTHS ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.
7. CONTACT GREG GRUMP, PARK SUPERVISOR, AT (916) 809-6256 FOR ANY PARK MAINTENANCE OR IRRIGATION COORDINATION ITEMS.

EQUIPMENT KEY NOTES (E.K.N.)

1. ACCESSIBLE PICNIC TABLE - WABASH VALLEY LANDSCAPES, CAMDEN COLLECTION 42" ROUND TABLE, WITH 3 SEATS, FOR ACCESSIBLE TABLE. SURFACE MOUNTED, WITH MOUNTING-PLATE COVER AND ROUND PERFORATIONS. DAVID ONEEFE CO., CONTACT JEFF WHITMAN, OFFICE (925) 984-2075, FAX (800) 621-1629. COLOR: HAZELNUT POWDER-COATING, QTY.: 1.
2. PICNIC TABLE - WABASH VALLEY LANDSCAPES, CAMDEN COLLECTION 42" ROUND TABLE, WITH 4 SEATS. SURFACE MOUNTED, WITH MOUNTING-PLATE COVER AND ROUND PERFORATIONS. DAVID ONEEFE CO., CONTACT JEFF WHITMAN, OFFICE (925) 984-2075, FAX (800) 621-1629. COLOR: HAZELNUT POWDER-COATING, QTY.: 1.
3. STORAGE SHED - TUFF SHED, MODEL: PREMIER PRO SERIES, PRO RANCH, SIZE: 10' X 12', PAINTED SHED, WITH OPTIONS UPGRADE PACKAGE, TWO 2' X 2' SKY LIGHTS, TURBINE VENT, RIDGE VENT, RADIANT BARRIER ROOF DECKING, 30 YEAR SHINGLE UPGRADE, AND SPORTS COURT FLOORING. AVAILABLE THROUGH TUFF SHED. PHONE (916) 463-8833. COLORS: BODY: ONYX/SUN, TRIM: SWISS COFFEE, SHINGLES COLOR: BROWN WOOD.
4. MESSAGE BOARD - LARGE WALL MOUNTED MESSAGE BOARD 42" W X 28.25" H X 5.5" DEPTH, MADE OF RECYCLED PLASTIC (LUMBER) WITH UPGRADED RECYCLED RUBBER TACKBOARD, ACRYLIC FRONT DOORS, 50 YEAR GUARANTEE. SINGLE SIDED WALL MOUNT, MODEL #MC-3010. BY BARCO PRODUCTS. CONTACT BARCO PRODUCTS AT (800) 338-7697, OR WWW.BARCOPRODUCTS.COM. COLOR: BROWN, QTY.: 1.
5. BIKE SHAPES - APPROX. 36" X 36", METAL SHAPES, POWDER-COATED PER DETAIL 2/L6, FABRICATED BY CONTRACTOR, AND WELDED TO THE FENCE PANELS, IN THE LOCATION TO BE DETERMINED IN THE FIELD BY BY THE LANDSCAPE ARCHITECT. QTY: 10.
6. LEAF SHADE - LITTLE TIKES COMMERCIAL, 10' TALL POSTS/LEAF, POWDER COATED. ALL ABOUT PLAY, CONTACT KRISTIN PETTY AT (916) 207-1555, OR KRISTIN@PLAYGROUNDPROS.COM. COLOR: TO BE DETERMINED, QTY: 2.
7. CONCRETE LADY BUG SCULPTURE - BY CEMROCK, 52" L X 37" W, WITH ATTACHED CONCRETE PAD, AND PAINTED. CONTACT BRIDGET WEST OF MIRACLE PLAYGROUNDS AT (916) 317-0545, OR BRIDGET@MIRACLEPLAYGROUP.COM. QTY: 1.
8. CHIMES - PRESENTES HARMONY PARK, MODEL: GRIFFIN, WITH 11 NOTE RESONATE METALPHONE, ALUMINUM CHIMES, 2 MALLETS, 2 BROWN RECYCLED PLASTIC POSTS FOR IN-GROUND MOUNT. CONTACT GARY KIMBROUGH OF NORD, AT (530) 244-6116, OR GARY@NORD.COM. QTY: 1.

KEY NOTES (K.N.)

1. CONCRETE FLATWORK TO CONSTRUCT PER DETAIL 1/L5.
2. 18" BAND COLORED CONCRETE FLATWORK PER DETAIL 1/L5. DAVIS COLORS: ADOBE-61078.
3. BRICK PAVING OR CONCRETE FLATWORK TO PLACE PER DETAIL 7/L5. MUDDOY BRICK COLOR: RAILROAD BLEND
4. SCORE LINE AND EXPANSION JOINTS TO INSTALL PER DETAIL 3/L5.
5. 4" STABILIZED DECOMPOSED GRANITE PAVING PER DETAIL 6/L5.
6. PLACE IMPORTED TOPSOIL, 50/50 BLENDED TOPSOIL IN ALL RAISED PLANTED AND ACCESSIBLE PLANTERS, SO THE FINISHED GRADE IS 2" BELOW TOP OF CONCRETE CURB.
7. 6" CONCRETE MOW STRIP TO CONSTRUCT PER DETAIL 3/L5.
8. 6" RAISED CURB TO CONSTRUCT PER DETAIL 4/L5.
9. ACCESSIBLE RAISED PLANTER TO CONSTRUCT PER DETAIL 5/L5.
10. 6' WIDE DOUBLE SWING GATES TO CONSTRUCT PER DETAIL 9/L5.
11. 4' WIDE SINGLE SWING GATE W/ KEYPAD LOCK, TO CONSTRUCT PER DETAIL 10/L5.
12. 6' HIGH STEEL FENCE TO CONSTRUCT PER DETAIL 11/L5.
13. 2" X 4" TREX HEADER BOARD TO PLACE TO SEPARATE GARDEN PLOTS PER DETAIL 1/L6.
14. FIVE (5) COMPOST BINS TO CONSTRUCT PER DETAIL 3/L6.
15. PARK RULE SIGN TO INSTALL TO INSTALLED ON FENCE ON RIGHT SIDE OF THE 4' ENTRY GATE. SIGN TO BE SUPPLIED BY CITY. QTY.: 1.
16. CONCRETE SEAT WALL TO CONSTRUCT, SEE DETAIL 4/L5. DAVIS COLORS: SPANISH GOLD-50194.

PLANTING LIST

KEY	BOTANICAL NAME	WATER	SIZE	REMARKS
LAG	TREES LAGERSTROEMIA INDICA 'TUSCARORA' TUSCARORA CRAPE MYRTLE	L	24" BOX	STANDARD
BER	SHRUBS BERBERIS 'CRIMSON PYGMY' CRIMSON PYGMY BARBERRY	L	1 GAL	3' O.C.
NAS	NASSELLA TENUISSIMA MEXICAN FEATHER GRASS	L	1 GAL	3' O.C.
JU	GROUNDCOVER JUNIPERUS H. 'PRINCE OF WALES' PRINCE OF WALES JUNIPER	L GAL.	1 GAL.	4' O.C.

BARK: 3" THICK SHREDDED BARK MULCH IN ALL PLANTED AREAS AND ORCHARD (SEE SPECIFICATIONS)

LAYOUT LEGEND

- PA — PLANTING AREA
- 6" RAISED CURB, SEE K.N. 4
- ACCESSIBLE CONCRETE PLANTER, SEE K.N. 7
- 6" CONCRETE MOWSTRIP, SEE K.N. 8
- 2" X 4" TREX HEADER, SEE K.N. 9
- 6' HIGH STEEL PICKET FENCE, SEE K.N. 12
- EJ — EXPANSION JOINT, SEE K.N. 4
- SCORE LINE, SEE K.N. 4
- 4.4' — CONCRETE FLATWORK, SEE K.N. 1
- 18" COLORED CONCRETE BAND, SEE K.N. 2
- DECOMPOSED GRANITE PAVING, SEE K.N. 5
- IMPORTED AMENDED TOPSOIL, SEE K.N. 6
- TYP. — TYPICAL
- R. — RADIUS
- ℄ — CENTERLINE
- ALIGN

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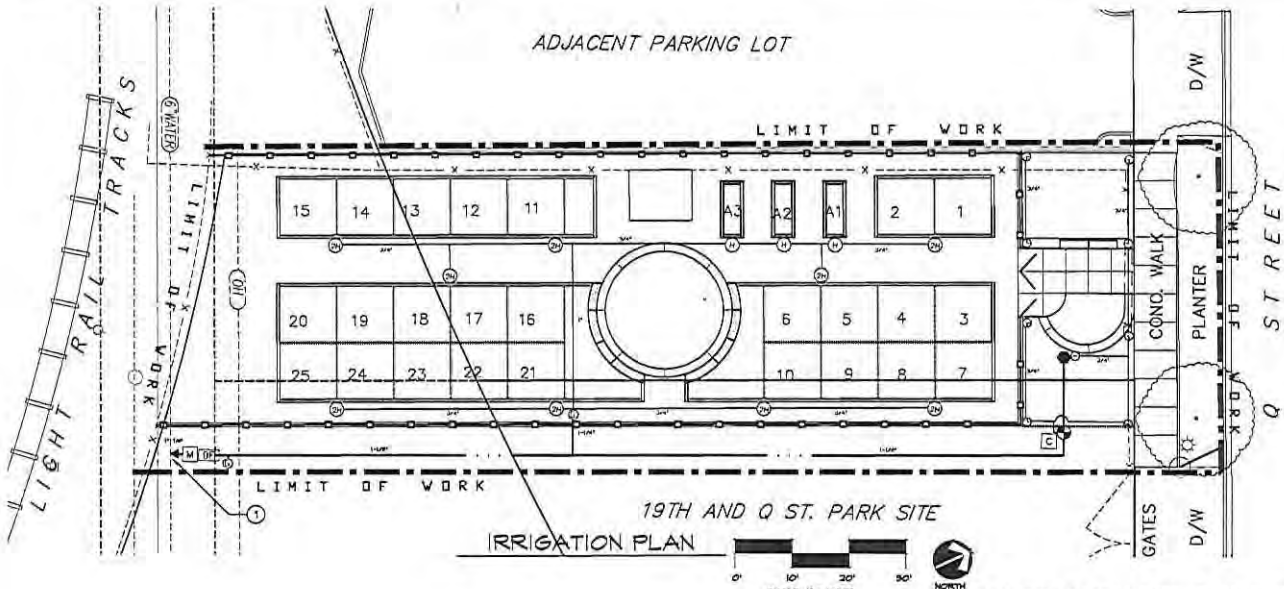
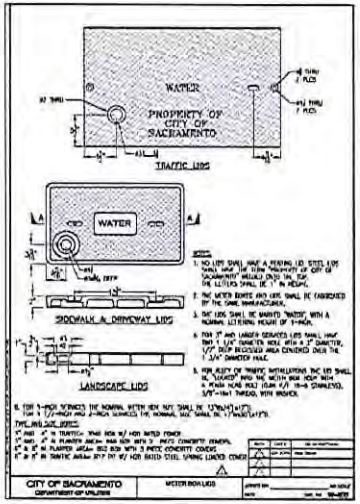
SACRAMENTO Parks and Recreation

19th and Q Street Community Garden
LAYOUT & PLANTING PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT 2014
SCALE: AS SHOWN
P. N. L15011003
REVISIONS:

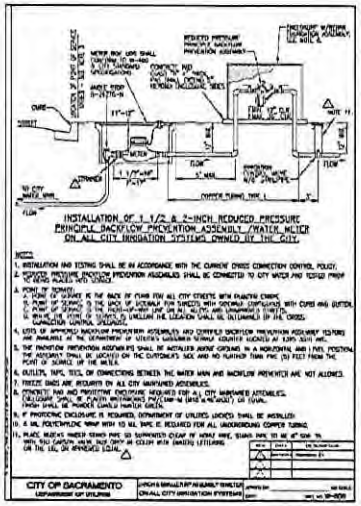
SHEET NO. L3 of 6





1 / L4 METER BOX

NOT TO SCALE



2 / L4 2" & SMALLER RP ASSEMBLY W/ METER

NOT TO SCALE

WATER SERVICES CONSTRUCTION NOTES

1. CITY CREWS TO TAP EXISTING 6" WATER MAIN AND INSTALL 1" IRRIGATION WATER SERVICE TAP FOR A FEE OF $1,277.00. CITY TO PROVIDE AND INSTALL 1" IRRIGATION METER FOR A FEE OF $475.00 AND A DEVELOPMENT FEE OF $2,860.76. CONTRACTOR TO EXPOSE MAIN FOR CITY TO INSTALL TAP, EXCAVATE TRENCH TO POINT OF SERVICE, BACKFILL AND RESTORE SURFACE AS NECESSARY. CONTRACTOR TO PROVIDE AND INSTALL METER BOX, YOKE AND FITTINGS, AND INSTALL APPROVED REDUCED PRESSURE DEVICE PER CITY STD. DWG. W-400 AND W-403. FEES SHALL BE PAID AT 300 RICHARDS BLVD., 3RD FLOOR, UTILITY DEPARTMENT

IRRIGATION NOTES

1. SEE GENERAL NOTES ON COVER SHEET L-1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DATED JUNE 2007 AND TO ALL APPLICABLE ADDENDA AND STANDARD DRAWINGS WITH THE PROJECT SPECIFICATIONS
4. SLEEVES:
5. A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING OR GRAVEL ROADS SHALL BE SLEEVED.
6. B. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES.
7. ALL PIPING UNDER PAVING SHALL BE INSTALLED IN SEPARATE SCH 40 SLEEVES @ 24" MIN. DEPTH BELOW GRADE AND HAVE SAND BACKFILL, 12" MIN. ABOVE AND BELOW PIPE. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCH 40. ELECTRICAL CONDUIT SHALL EXTEND 6" BEYOND EDGE OF PAVEMENT OR CURB. ALL SLEEVES & CONDUIT SHALL BE INSTALLED PRIOR TO THE PAVEMENT INSTALLATION.
8.
9. THE IRRIGATION CONTRACTOR SHALL LAYOUT ALL WORK PRIOR TO TRENCHING OPERATIONS TO DETERMINE IF MINOR MODIFICATIONS WILL BE REQUIRED. PLANTING CONTRACTOR SHALL STAKE TREE LOCATIONS PRIOR TO IRRIGATION LATERAL INSTALLATION.
10. MAINLINE SHALL BE PVC CLASS 200 RING-TITE FOR 2-1/2" & GREATER AND PVC SCHEDULE 40 FOR LESS THAN 2-1/2" WITH SOLVENT WELD SCHEDULE 80 NIPPLES AND FITTINGS. COVER FOR MAINLINE SHALL BE 24". "SOLVENT-WELD MAINLINE FITTING WITHIN SLEEVES. THRUST BLOCKS SHALL BE PROVIDED AT ALL CHANGES IN PIPE DIRECTION AS PER CITY OF SACRAMENTO STANDARD DETAIL W-103.
11. ALL PIPING, RCVS AND DCVS SHALL BE INSTALLED IN PLANTING AREA (PIPING MAY PASS UNDER PAVING AS REQUIRED). RCVS AND DCVS SHALL BE INSTALLED ADJACENT TO WALKS OR PAVING (AS PER DETAIL).
12. INSTALL SLEEVES AS NECESSARY OR AS REQUIRED AS PER PLANS. THE SLEEVES SHALL BE INSTALLED JUST PRIOR TO PLACEMENT OF BASE MATERIALS AND PAVING. BACKFILL FOR SLEEVES SHALL BE COMPACTED TO THE SPECIFIED DENSITY FOR THE SUBGRADE.
13. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
14. SEE IRRIGATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
15. SHOULD THE MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL HAND WATER ALL TREES, SHRUBS, TURF AND GROUNDCOVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. THE CONTRACTOR SHALL CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS FULLY OPERATIONAL.

CITY UTILITY GENERAL WATER NOTES

1. THE CONTRACTOR SHALL PAY ALL FEES FOR TAPS, TIE-INCONNECTIONS, AND METERS. FEES FOR TAPS, TIE-IN CONNECTIONS, AND METERS SHALL BE PAID IN ADVANCE AT THE DEPARTMENT OF UTILITIES CUSTOMER SERVICE OFFICE AT 300 RICHARDS BLVD., 3RD FLOOR. DEPARTMENT OF UTILITIES FIELD PERSONNEL SHALL NOT INSTALL TAPS UNTIL ALL FEES HAVE BEEN PAID AND SITE PIPING HAS SUCCESSFULLY PASSED PLUMBING INSPECTION.
2. ALL FEES ARE SUBJECT TO INCREASES FROM TIME TO TIME. FOR CURRENT FEE INFORMATION, CALL (916) 808-5454.
3. THE CONTRACTOR SHALL SCHEDULE ALL WATER TAPS, METER INSTALLATIONS, TIE-IN CONNECTIONS, AND WATER MAIN SHUTDOWNS WITH THE DEPARTMENT OF TRANSPORTATION, TECHNICAL SERVICES AT 808-6310. TO SCHEDULE AND COORDINATE DUCT WORK. THE CONTRACTOR SHALL CONTACT THE DEPARTMENT OF TRANSPORTATION, TECHNICAL SERVICES AT LEAST 14 DAYS IN ADVANCE.
4. WITHOUT EXCEPTION, ALL OPENING AND CLOSING OF VALVES ON EXISTING CITY WATER MAINS SHALL BE PERFORMED BY DEPARTMENT OF UTILITIES FIELD PERSONNEL.
5. BACKFLOW ASSEMBLIES SHALL BE FURNISHED, INSTALLED AND TESTED BY THE CUSTOMER IN ACCORDANCE WITH THE CURRENT CITY BACKFLOW PREVENTION POLICY. CITY CREWS WILL NOT INSTALL THE METER UNLESS THE R.P. ASSEMBLY IS INSTALLED AND TESTED.
6. TRENCH BACKFILL AND SURFACE RESTORATION, INCLUDING PAVEMENT REPLACEMENT, SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS.
7. THE CONTRACTOR SHALL MAKE ALL CONNECTIONS BETWEEN THE SITE PLUMBING AND THE CITY CUSTOMER SERVICE CONNECTION AT THE POINT OF SERVICE. THE CONTRACTOR SHALL HOLD BACK SITE PLUMBING TO ALLOW FOR ANTICIPATED VERTICAL/HORIZONTAL ADJUSTMENTS AT THE POINT OF SERVICE. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION AND DEPTH OF ALL EXISTING CIT CUSTOMER SERVICE CONNECTIONS PROVIDED TO THE SITE.
8. IF SITE PLUMBING IS LARGER OR SMALLER DIAMETER THAN THE METER OR BACKFLOW ASSEMBLY, A FITTING TO REDUCE OR INCREASE PIPE SIZE SHALL BE INSTALLED. THE REDUCER SHALL BE INSTALLED ON THE OWNER'S UNDERGROUND NO CLOSER THAN THREE FEET (3) FROM THE POINT OF CONNECTION AT THE METER OR BACKFLOW ASSEMBLY. THE DIAMETER OF
9. THE REDUCER AND PIPING INSTALLED SHALL MATCH THE METER OR BACKFLOW ASSEMBLY.
10. REQUEST FOR PUBLIC FIRE HYDRANT USE PERMITS FOR CONSTRUCTION PURPOSES SHALL BE APPLIED FOR AT THE DEPARTMENT OF UTILITIES, CUSTOMER SERVICE SECTION, 1395 35TH AVE. FOR PERMIT INFORMATION, CALL (916) 808-5454.
11. CONTRACTOR SHALL PROVIDE ALL EXCAVATIONS FOR TAPS, TIE-IN CONNECTIONS, AND METER INSTALLATIONS. THE EXCAVATIONS SHALL BE MADE TO AT LEAST DIMENSIONS AS INDICATED ON DRAWING W-404 INCLUDED IN THE DEPARTMENT OF UTILITIES TO THE CITY STANDARD SPECIFICATIONS.
12. METERS TWO INCHES (2") AND SMALLER SHALL BE INSTALLED AS INDICATED
13. IN SIDEWALKS OR IN SOME CASES WITHIN THE CONCRETE SIDEWALK.

IRRIGATION LEGEND

KEY	DESCRIPTION / MANUFACTURER
(2H)	DOUBLE HOSE BIB PER DETAIL I 1 1/8G.
(H)	SINGLE HOSE BIB PER DETAIL I 1/8G.
	SPRINKLER HEADS, HUNTER MP2000-90PRO-12 PRS40-CV, ROTARY SPRAY WITH CHECK VALVE, PRS40 SPRAY BODY. QUARTER AND HALF AS REQUIRED
	HUNTER ICV, AUTOMATIC VALVE ELECTRIC REMOTE CONTROL VALVE, SIZE PER PLAN.
C	HUNTER NODE, BATTER OPERATED CONTROLLER, MOUNT DIRECTLY ONTO HUNTER VALVE PER MANUFACTURERS INSTRUCTIONS.
	HUNTON, 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER
	NIBCO, T-1 (3LF, CLASS) 125 FLANGED IRON BODY GATE VALVE, SAME SIZE AS PIPE DIAMETER
RP	1" REDUCED PRESSURE BACKFLOW DEVICE WITH BACKFLOW CAGE AND CONCRETE PAD ON BACKFLOW PREVENTERS PER CITY STANDARD DETAIL W-403
M	1" WATER METER, IRRIGATION
▶	1" WATER SERVICE TAP, IRRIGATION
———	IRRIGATION MAINLINE, SCHEDULE 40
———	IRRIGATION LATERAL LINE, PVC CLASS 200, PIPE SIZED AS LABELED ON PLAN.
———	SLEEVE UNDER CONCRETE PAVING, SCHEDULE 40
6" WATER	EXISTING 6" WATER MAIN
# / # / #	VALVE NUMBER / VALVE GPM / VALVE SIZE

811 Know what's below. Call before you dig.

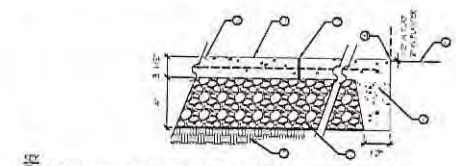
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 5TH FLOOR, SACRAMENTO, CA 95814

SACRAMENTO Parks and Recreation

19th and Q Street Community Garden
IRRIGATION PLAN

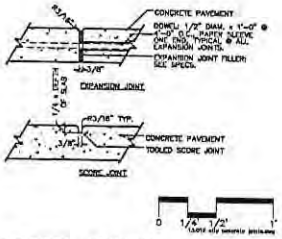
LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE SEPT 2012
SCALE AS SHOWN
P. N. 11905.1900
REVISIONS

SHEET NO
L4 of 6

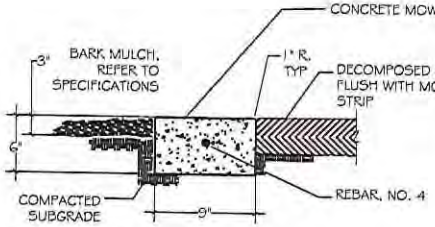


KEY
- CONCRETE PAVEMENT WITH #3 REBAR, 18" O.C. EACH WAY, LOCATED AT MID DEPTH OF CONCRETE. MEDIUM BROOM FINISH PERPENDICULAR TO WALKWAY EDGE.
- SCORE JOINT
- EXPANSION JOINT
- TOOLED EDGE, TYP.
- SUBGRADE COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
- FINISH GRADE
- AGGREGATE BASE, COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
- THICKEN EXTERIOR EDGES ON ALL CONCRETE WIDER 5' AND WIDER.

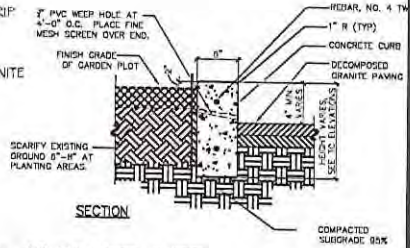
1 / L5 CONCRETE FLATWORK
NOT TO SCALE



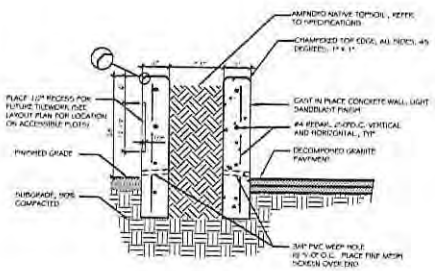
2 / L5 CONCRETE JOINTS
NOT TO SCALE



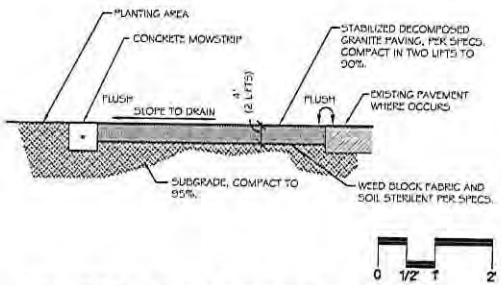
3 / L5 9" CONCRETE MOWSTRIP
NOT TO SCALE



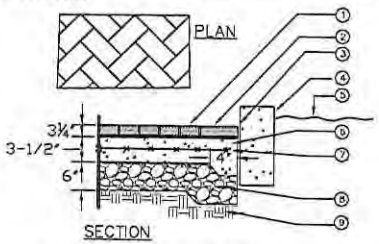
4 / L5 6" RAISED CURB
NOT TO SCALE



5 / L5 ACCESSIBLE RAISED PLANTER
NOT TO SCALE

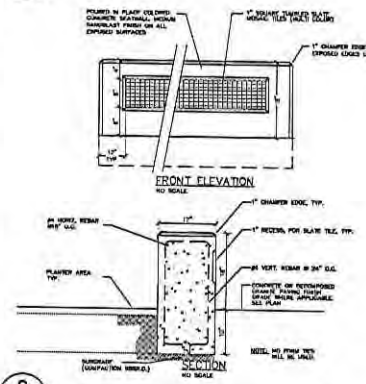


6 / L5 DECOMPOSED GRANITE PAVING
NOT TO SCALE

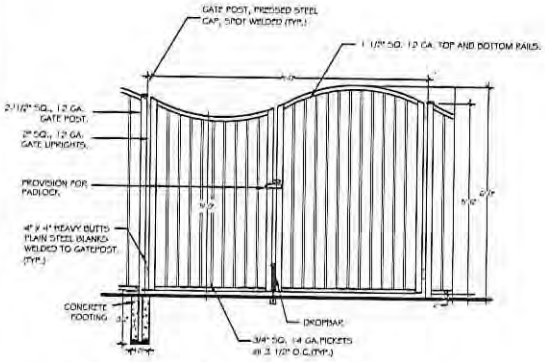


1. BRICK PAVER ⅜" STANDARD MORTAR JOINTS, HERRINGBONE PATTERN ON 3/4" MORTAR SETTING BED.
2. NOT USED.
3. ADJACENT CURB.
4. FINISH GRADE OF PLANTER
5. CONCRETE PAVEMENT WITH FIBERGLASS FIBER INTEGRALLY MIXED AND THICKENED EXTERIOR EDGES AS INDICATED ON PLAN
6. REINFORCEMENT, #3 REBAR 24" O.C. BOTH WAYS
7. AGGREGATE BASE, COMPACTED TO 90%
8. SUBGRADE COMPACTED TO 90%
9. SEE LAYOUT PLAN FOR BRICK PAVER SIZE AND COLOR.

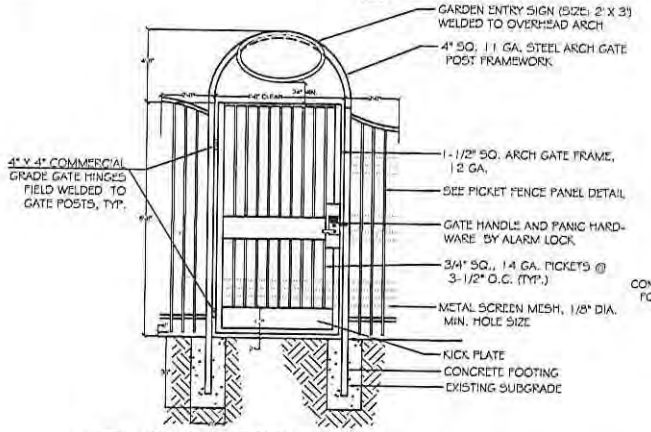
7 / L5 BRICK PAVING DETAIL
NOT TO SCALE



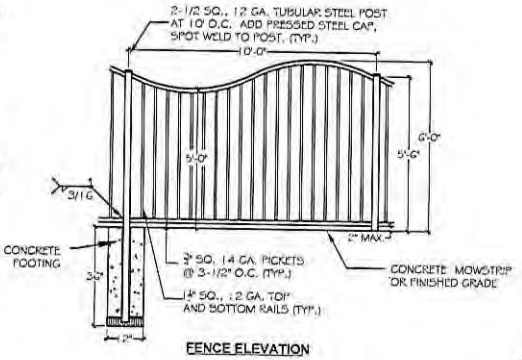
8 / L5
NOT TO SCALE



9 / L5 8' WIDE DOUBLE GATES
NOT TO SCALE



10 / L5 4' WIDE SINGLE SWING
NOT TO SCALE



11 / L5 6' TUBULAR STEEL FENCE
NOT TO SCALE

811 Know what's below. Call before you dig.

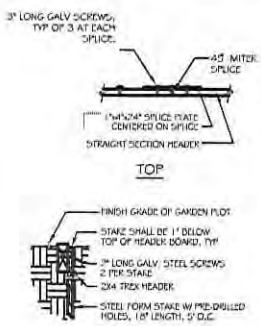
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

SACRAMENTO Parks and Recreation

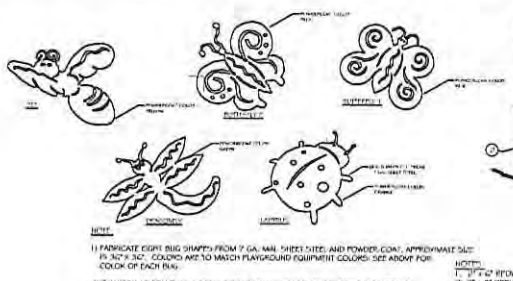
19th and Q Street Community Garden
CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE MAY 2015
SCALE AS SHOWN
P. N. 1100.1900
REVISIONS

SHEET NO.
L5 of 6

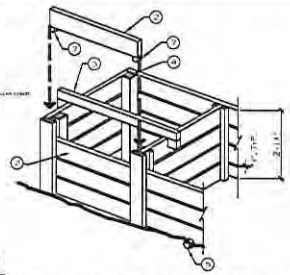


1 TREX HEADER
L6 NOT TO SCALE



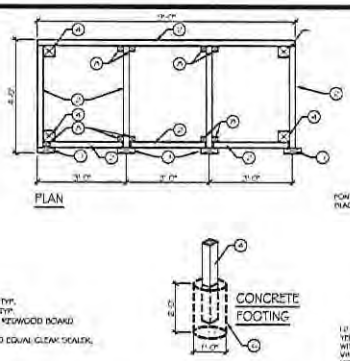
NOTE:
1) FABRICATE EIGHT BUG SHAPES FROM 7 GA. MIN. SHEET STEEL AND POWDER COAT. APPROXIMATE SIZE IS 30"X 30". COLORS ARE TO MATCH PLAYGROUND EQUIPMENT COLORS. SEE ABOVE FOR COLOR OF EACH BUG.
2) QUANTITY AS FOLLOWS: 2-BEES, 2-DRAGONFLIES, 2-LADY BUGS, AND 1-BUTTERFLY #1 AND 1-BUTTERFLY #2.
3) CITY WILL PROVIDE CONTRACTOR WITH A FULL SCALE COPY OF EACH BUG SHAPES GRAPHIC.
2) BUG SHAPES TO BE WELDED TO EXISTING TUBULAR STEEL FENCE. CONTACT CITY LANDSCAPE ARCHITECT FOR PLACEMENT PRIOR TO INSTALLATION
3) ALL ROUGH EDGES SHALL BE GRINDED SMOOTH, BEFORE POWDER COATING.
4) BUGS SHAPES TO BE PRIMED AND POWDER COATED.

2 BUG SHAPES
L6 NOT TO SCALE

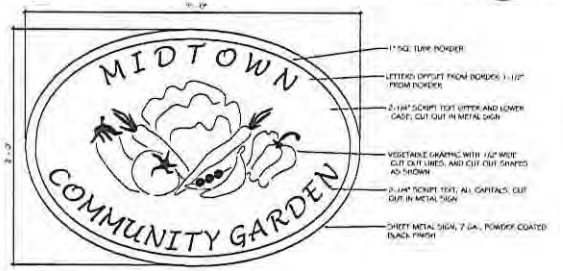


NOTE:
1. 3" x 6" REDWOOD BOARD STAINED WITH BEHR OR APPROVED EQUAL CLEAR SEALER, TYP.
2. 2" x 8" REDWOOD BOARD STAINED WITH BEHR OR APPROVED EQUAL CLEAR SEALER, TYP.
3. FRONT RETAINER: 2" x 4" x 4' WITH 3" METAL U BRACKET SECURED WITH SCREWS TO REDWOOD BOARD STAINED WITH BEHR OR APPROVED EQUAL CLEAR SEALER, TYP
4. 4" X 4" REDWOOD BOARD IN CONCRETE FOOTING, STAINED WITH BEHR OR APPROVED EQUAL CLEAR SEALER, TYP.
5. FINISH GRADE.
6. CONCRETE FOOTING, TYP.
7. 1" x 2" x 3' LONG NAILED AT EACH END FOR AIR GAP SPACE ON REMOVABLE FRONT BOARDS ONLY.
8. 2" x 2" REDWOOD BOARD STAINED WITH BEHR OR APPROVED EQUAL CLEAR SEALER, TYP.

3 COMPOST BIN
L6 NOT TO SCALE

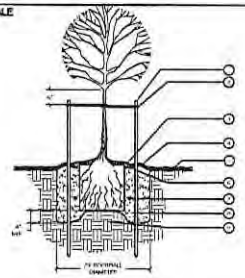


4 DO NOT DRINK SIGN
L6 NOT TO SCALE



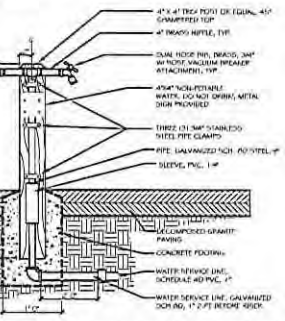
NOTE:
CITY TO PROVIDE CONTRACTOR WITH A FULL SCALE COPY OF COMMUNITY GARDEN ENTRY SIGN WITH LETTERING AND GRAPHIC.

5 GARDEN ENTRY SIGN
L6 NOT TO SCALE



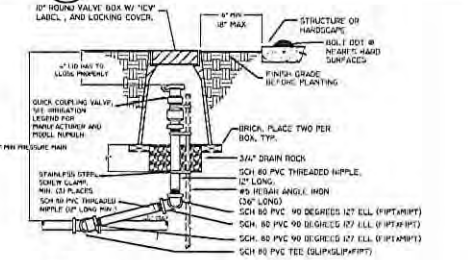
CALLOUTS
1. PLANT ROOT CROWN 1" ABOVE FINISH GRADE.
2. 2" HIGH EARTH MOUND. FINISH GRADE
3. LANDSCAPE FABRIC PER STANDARD SPECIFICATIONS
4. 3" LAYER OF BARK MULCH
5. SHRUB ROOTBALL
6. FERTILIZER TABLETS, PER STANDARD SPECIFICATIONS
7. FACTICAL MIX, PER STANDARD SPECIFICATIONS
8. PLACE ROOTBALL ON SMALL MOUND OF TAMPED SOIL BOTTOM.

6 TREE PLANTING
L6 NOT TO SCALE



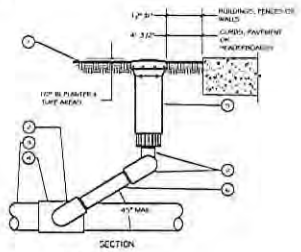
NOTE:
AT RAISED PLANTER, PLACE HOSE BIB WITHOUT TRUE POST IN LOCATION SHOWN ON PLAN. ATTACH TO RAISED PLANTER WITH SUPPORTS. PROVIDE 4" CLEAR FROM TOP OF PLANTER TO BOTTOM OF HOSE BIB.

7 SHRUB PLANTING
L6 NOT TO SCALE



NOTES:
1) INSTALL QUICK COUPLING VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
2) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
3) PLACE 3/4" DIA. DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
4) REFER TO PLAN SHEETS FOR MORE INFORMATION.
5) SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPT OF THE QUICK COUPLER

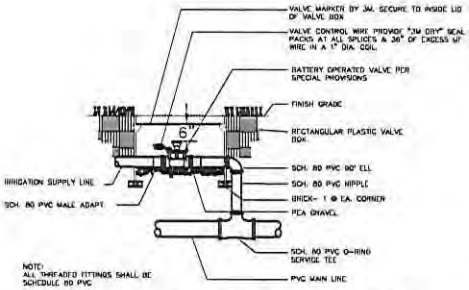
8 QUICK COUPLER
L6 NOT TO SCALE



CALLOUTS
1. FINISH GRADE
2. MARKED STREET PLUG
3. IRRIGATION LATERAL
4. PVC NOTCHAP 90 DEGREE ELL (FIPT OR TEE (FIPT)
5. POP-UP SPRAY HEAD
6. PVC NOTCHAP 90 NIPPLE, LENGTH AS REQUIRED

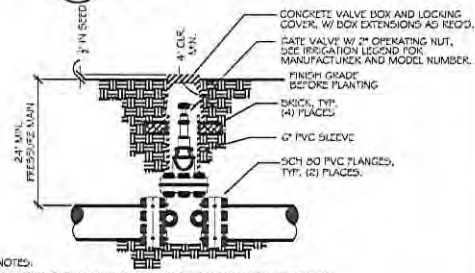
NOTE
*SPRAY HEADS LOCATED ADJACENT TO SIDEWALKS AND PARKING LOTS SHALL BE LOCATED 24" FROM EDGE OF SIDEWALK.

9 SPRAY HEAD
L6 NOT TO SCALE



NOTE:
ALL THREADED FITTINGS SHALL BE SCHEDULE 80 PVC

10 BATTERY OPERATE VALVE
L6 NOT TO SCALE



NOTES:
1) INSTALL GATE VALVES A MINIMUM OF 24" FROM STRUCTURES OR HARDSCAPING.
2) INSTALL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
3) INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPING.
4) SEE PLAN SHEETS FOR MORE INFORMATION.

12 GATE VALVE
L6 NOT TO SCALE

811 Know what's below. Call before you dig.

11 HOSE BIB
L6 NOT TO SCALE

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

SACRAMENTO Parks and Recreation

19th and Q Street Community Garden CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT 2011
SCALE: AS SHOWN
P. N.: L19001.1909
REVISIONS

SHEET NO. L6 of 6

06

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00990

Title: Contract: Mesa Grande Park and Playground Renovations (L19138500)

Location: District 7

Recommendation: Pass a Motion: 1) rejecting all bids received on July 29, 2015 for Mesa Grande Park and Playground Renovation (L19138500); 2) approving the construction plans and specifications for Mesa Grande Park and Playground Renovation Rebid (L19138500); 3) awarding the contract to Olympic Land Construction for an amount not to exceed $185,550; 4) authorizing the City Manager or City Manager's designee to execute the contract with Olympic Land Construction for an amount not to exceed $185,550;

Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

1-Description/Analysis
2-Background
3-Location Map
4-Master Plan
5-Contract

City Attorney Review

Approved as to Form
Sheryl Patterson
11/9/2015 8:38:48 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 11/3/2015 2:26:30 PM

Description/Analysis

Issue Detail: The Mesa Grande Park and Playground Renovations project bids submitted on July 29, 2015 were all significantly over the Engineer's estimate. Staff redesigned some elements of the playground renovations and rebid the project on October 7, 20015. The Department of Parks and Recreation is seeking Council approval to reject the original bids and award the contract to Olympic Land Construction for an amount not to exceed $185,550. The improvements consist of demolition, clearing and grubbing, tree removal and trimming, removal of existing playground equipment and playground wood fiber, and installing new playground equipment, playground wood fiber, a basketball court, two turf volleyball courts, bantam soccer goals, benches, concrete park sign, rule signs, topdressing the existing decomposed granite jogging trail, irrigation modifications, and tree and landscape planting. The formal bid process for this project has been completed and Olympic Land Construction has been determined to be the lowest responsible and responsive bidder.

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

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

Economic Impacts: This park construction project, which totals $185,550, is expected to create 1.3 total jobs (0.8 direct jobs and 0.5 additional jobs through indirect and induced activities). Furthermore, it will create $114,534 in total economic output ($72,192 of direct output and another $42,342 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has reviewed the project for compliance with the requirements of the California Environmental Quality Act (CEQA) and determined that it is exempt from the provisions of the CEQA pursuant to Sections 15301, 15303, and 15304 of the CEQA Guidelines. Section 15301 exempts the repair of existing facilities; Section15303 exempts the construction of limited numbers of new, small structures; and Section 15304 exempts the minor public alterations in the condition of vegetation.

Sustainability: The Mesa Grade Park and Playground Renovation Rebid project has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of recycled materials, drought-tolerant planting to minimize water use, and use of local vendors.

Committee/Commission Action: None

Rationale for Recommendation: The formal bidding process for the Mesa Grade Park and Playground Renovation Rebid project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The original bids were received on July 29, 2015, the Engineer's Estimate for the original Mesa Grande Park bid was $142,923 for the base bid and $161,828 for the base plus additive alternates.

Original Bids to be rejected:

CONTRACTOR	BASE BID	ADDITIVE ALTERNATES 1 thru 3	TOTAL BID	LBE %
OLYMPIC LAND CONSTRUCTION	$199,200	$27,500	$226,700	88.5
SAENZ LANDSCAPE CONSTRUCITION	$194,532	$37,163	$231,695	50.5
AMERICAN CONSTRUCTION ENGINEERS	$274,002	$46,565	$320,567	5.5

Staff redesigned some elements of the playground renovations and rebid the project on October 7, 2015. Staff received three bids and the results are listed below. The low bidder was based on the base bid plus three additive alternatives. The contract being awarded only includes additives 1 and 2 amounts as shown below:

CONTRACTOR	BASE BID	ADDITIVE ALTERNATES 1 & 2	TOTAL BID	LBE %
OLYMPIC LAND CONSTRUCTION	$157,500	$28,050	$185,550	79.9
SAENZ LANDSCAPE CONSTRUCITION	$160,943	$29,596	$190,539	58.0
AMERICAN CONSTRUCTION ENGINEERS	$177,400	$29,000	$206,400	7.3

Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that Olympic Land Construction had the lowest, responsible base bid and is a responsible bidder.

Financial Considerations: There are sufficient funds in the Mesa Grande Park and Playground Renovations Rebid project (L19138500) to award the contract.

Development of parks creates an ongoing cost for park maintenance and utilities based on the size of the park. This is an existing park; the annual maintenance and utilities costs are already covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

Local Business Enterprise (LBE): At an LBE percentage of 79.9%, Olympic Land Construction exceeded the 5% LBE participation requirement.

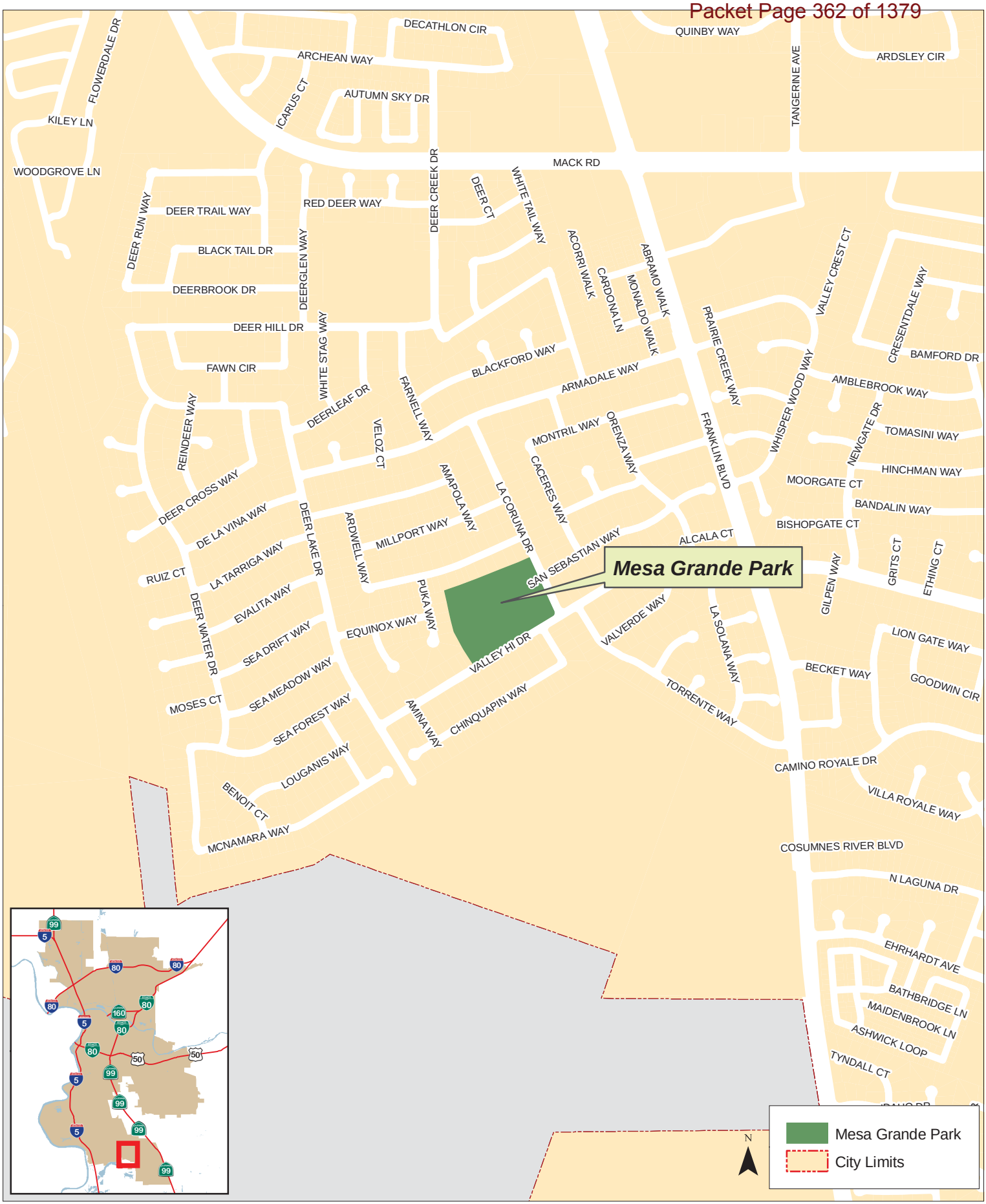
Background:

Mesa Grande Park is a 6.27-acre neighborhood park located at 54325 Valley Hi Drive in South Sacramento, Council District 7.

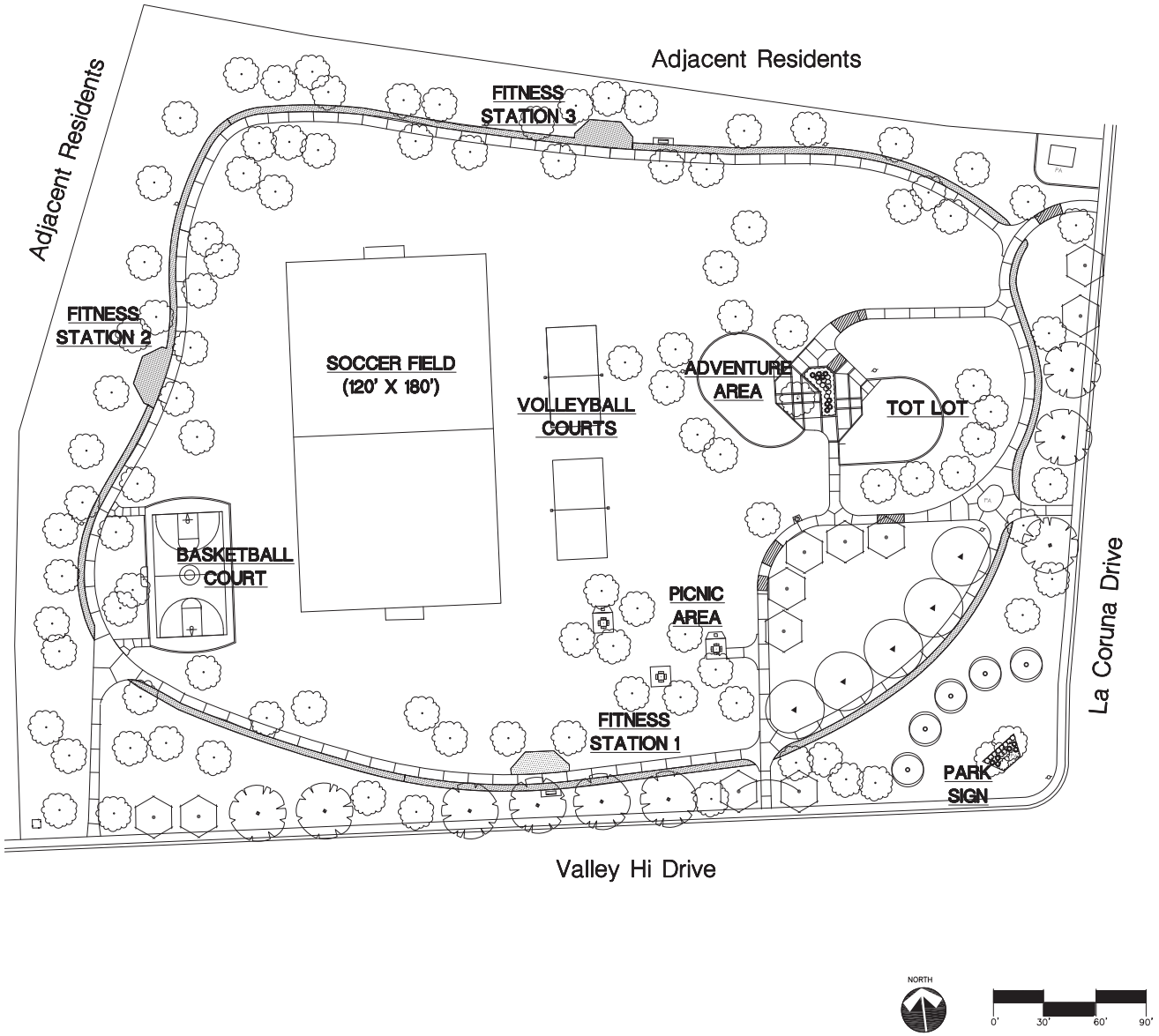
On January 24, 1989, the City Council approved the Environmental documents, and park name ‘Mesa Grande Park.’

Mesa Grande Park was developed in two phases. Phase one consisted of basic park developed of the 6.27 acres of turf and shade street, concrete walkways, pathway lighting and an adventure playgorund,completed in spring 1990. Phase two completed development of the park and added a tot lot playground, a jogging trail with fitness equipment, individual picnic areas and additional shade trees completed in fall 1992.

Construction of the Mesa Grande Park and Playground Renovation project is expected to be completed in March 2016.



City of Sacramento
Department of Parks and Recreation
Mesa Grande Park



PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

MESA GRANDE PARK

LANDSCAPE ARCHITECT D. DAY
DESIGN BY/DRAWN BY D. DAY
CAD FILE
DATE SEPT. 2015
SCALE AS SHOWN
P. N. L19136500
REVISIONS

SHEET NO.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 11-17-15

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Public Project Formal Bid-Construction **PO Type:**	**Attachment:** Original **No.:**
$ Not to Exceed: $185,550.00	**Original Doc Number:**
Other Party: OLYMPIC LAND CONSTRUCTION	**Certified Copies of Document::**
Project Name: MESA GRANDE PARK & PLAYGROUND RENOVATION REBID	**Deed:** ☐None ☐ Included ☐Separate
Project Number: L19138500 Bid Transaction #: B16190021001	LBE: 5%

Department Information

Department: Parks and Recreation

Division: PPDS

Project Mgr: DENNIS DAY

Supervisor: GARY HYDEN

Contract Services: Tim Hopper

Date: 7-1-15

Division Mgr:

PM Phone Number: 808-7633

Org Number: 19001121

Comment: BASE BID AND ADDITIVE ALTERNATES 1&2

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	TH FOR DD	10-30-15
Accounting:		
Contract Services:	Tim Hopper	10-13-15
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	Sheryl Patterson	11-2-15

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

Authorization	Signature or Initial	Date
Combs, James Department Director:		
City Mgr: yes ☒ No ☐		

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

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

City of SACRAMENTO
Parks and Recreation

B16190021005

CONTRACT SPECIFICATIONS
FOR
MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID
(L19138500)

Plans Attached

For Pre-Bid Information Call:
DENNIS DAY, Project Manager
(916) 808-7633

Bids to be received before
2:00 PM, Wednesday,
OCTOBER 7, 2015
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: $124,635.00- $173,397.00

Construction Time: TWENTY (20) WORKING DAYS PLUS SIXTY (60) CALENDAR DAYS PLANT ESTABLISHMENT

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm

h:\documents\contract mgmt\mesa grande park & playground_rebid_9-16-15\contract docs_planet bids\04- cover letter.docx

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City of Sacramento
Formal Bid / Proposal Delivery Options

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

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

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

Updated 9/16/2015 @ 9:30:58 AM

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **OCTOBER 7, 2015** and will be opened as soon thereafter as business allows, in the 2nd floor Hearing Room, Historic City Hall for:

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

as set forth in the Contract Documents.

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

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

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

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

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

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

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

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of

the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]
FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
    - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
    - Must have Contractors State License Board license if applicable to trade.
    - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
    - Must not be under federal or state debarment.
    - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - This requirement will be phased in as follows:
        - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
        - Will apply to any new projects awarded on or after April 1, 2015
        - May apply to other projects as determined by Labor Commissioner
        - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
    - The Labor Commissioner may make exception to this requirement for
        - Projects covered by qualifying project labor agreement
        - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
    - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

OLYMPIC LAND CONSTRUCTION
Name of Contractor

2442 NORTH AVENUE, SACRAMENTO, CA 95838
Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

Signature of Authorized Representative

10-23-15
Date

PANTELIS KALLERGIS
Print Name

OWNER
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

B16190021005

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning and Development Services

CONTRACTOR NAME: Olympic Land Construction

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:

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS - REBID
(L19138500)

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.	Temporary Construction Fence to Install	1	LS	$ 3,500	$ 3,500.00
2.	Demolition	1	LS	$ 9,600	$ 9,600.00
3.	Clearing and Grubbing	1	LS	$ 3,000	$ 3,000.00
4.	Tree Removal	1	LS	$ 500	$ 500.00
5.	Grading	1	LS	$ 14,000	$ 14,000.00
6.	Aggregate Base to Place	1	LS	$ 17,500	$ 17,500.00
7.	9" Basketball Court Curb to Construct	1	LS	$ 7,500	$ 7,500.00
8.	Asphalt Concrete Pavement to Place	1	LS	$ 19,000	$ 19,000.00
9.	Concrete Flatwork to Remove and Replace	1	LS	$ 8,000	$ 8,000.00
10.	Concrete Flatwork to Place	1	LS	$ 3,000	$ 3,000.00
11.	Playground Equipment to Install	1	LS	$ 25,000	$ 25,000.00
12.	Playground Wood Fiber to Place	1	LS	$ 7,300	$ 7,300.00
13.	Basketball Backboards, Posts and Nets	1	LS	$ 10,500	$ 10,500.00
14.	Basketball Court Striping	1	LS	$ 900	$ 900.00

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning and Development Services

15.	6' Bench to Install	1	LS	$ 6,000	$ 6000.00
16.	Irrigation Modifications	1	LS	$ 12,500	$ 12,500.00
17.	Landscape Weed Fabric	1	LS	$ 200	$ 200.00
18.	Bark Mulch	1	LS	$ 800	$ 800.00
19.	Tree Planting (15 Gal.)	1	LS	$ 5,300	$ 5,300.00
20.	Groundcover and Shrub Planting	1	LS	$ 1,300	$ 1,300.00
21.	Turf Seeding to Place	1	LS	$ 1,000	$ 1,000.00
22.	Plant Establishment (60 days)	1	LS	$ 1,100	$ 1,100.00
				BASE BID TOTAL	**$ 157,500.00**

ADDITIVE ALTERNATE BID ITEMS:

A1	Soccer Goals	1	LS	$ 5,700.00	
	Volleyball Posts and Nets	1	LS	$ 3,600.00	
	Rubber Swing Mat	1	LS	$ 1,900.00	
	Concrete Park Sign	1	LS	$ 6,400.00	
	Park Rule Signs	1	LS	$ 750.00	
	Existing Table Boards to Replace and Paint	1	LS	$ 1,000.00	
				Additive Alternate A1 Subtotal	$ 19,350.00
A2	Decomposed Granite Topdressing	1	LS	$ 8,700	$ 8,700.00
A3	Picnic Improvements (Tables, Grill and Pad)	1	LS	$ 18,000	$ 18,000.00
				BASE BID + ADDITIVE ALTERNATES TOTAL	**$ 203,550.00**

(F) – denotes final pay quantity

CONTRACTOR NAME: Olympic Land Construction **TOTAL $** 203,550.00

SCHEDULE
If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance 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 TWENTY (20) WORKING DAYS PLUS A SIXTY (60) CALENDAR DAYS PLANT ESTABILSHMENT PERIOD.** The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER
SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: 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 Bid Proposal. When such a mathematical error appears on the face of the Bid 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 Bid 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 Bid 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 Bid Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid Proposal shall be disregarded.

BIDDER'S DECLARATION
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.

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning and Development Services

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. # N/A DATE N/A
Add. # N/A DATE N/A
Add. # N/A DATE N/A

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($ 20,500) not less than ten percent (10%) of amount Bid Proposal

FOR CITY USE ONLY

BID BOND SECURITY
- ☐ *Properly Signed*
- ☐ *Improperly Signed*
- ☐ *Not Included*
- ☐ *Not Required*

TYPE OF DEPOSIT
- ☑ *Bid Bond*
- ☐ *Cashier/Certified Check*
- ☐ *Other* _____

Initial: [illegible]

CONTRACTOR:

By: [signature]
(Signature)

Pantelis Kallergis
(Print or Type)

Title Owner
Address 2442 North Ave
Sacramento, CA 95838
Telephone No. 916-972-7148
Fax No. 916-927-5769
EMAIL ADDRESS estimating@olympicland.com
Date 10/7/2015

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 424828 Type A, C-27
Expiration Date July 31, 2016
Tax I.D. Nos.- Fed. 94-2913782 State 307-2470-2
City of Sacramento Business Operation Tax Certificate No. 93316
(City will not award contract if Certificate Number is missing.)

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

93316

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	OLYMPIC LANDSCAPING		
Business Address	2442 NORTH AVE		
Owner	KALLERGIS, PATRICIA	07/01/2015	06/30/2016
Type of Business	LANDSCAPING/IRRIGATION CONST		
Tax Classification	401		Expires

OLYMPIC LANDSCAPING
2442 NORTH AVE
SACRAMENTO, CA 95838-3137

CITY OF SACRAMENTO
JUN 2 6 2015

VOID IF NOT VALIDATED

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

93316

TOTAL PAID: $967.86

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under $100,000			Contracts $100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
    a. a principal business office or workspace; or
    b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

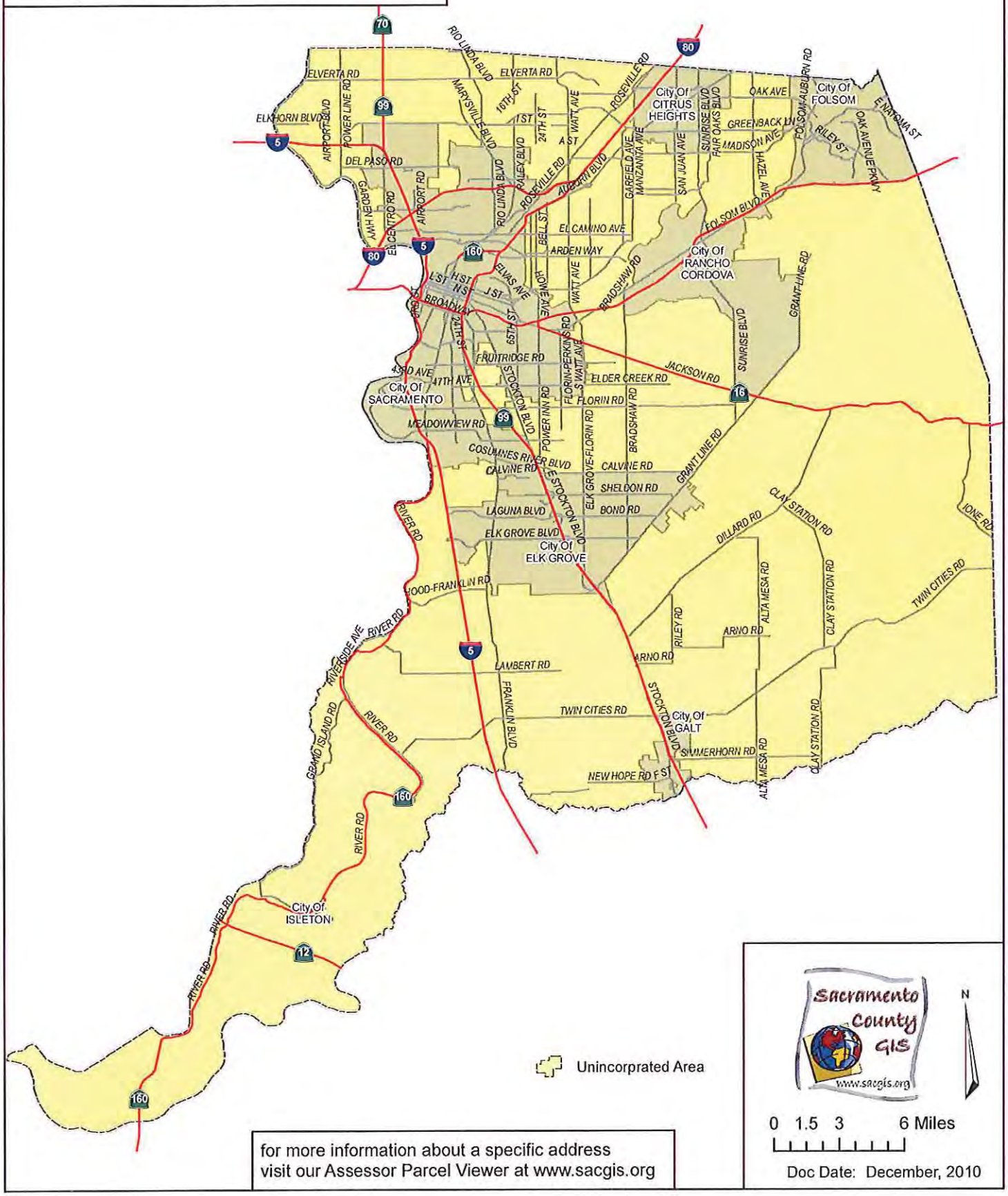
E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

SACRAMENTO COUNTY

UNICORPORATED AREAS



for more information about a specific address
visit our Assessor Parcel Viewer at www.sacgis.org

KNOW ALL MEN BY THESE PRESENTS,

That we, Olympic Land Construction

as Principal, and Great American Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **OCTOBER 7, 2015** for the Work specifically described as follows:

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 2nd day of October 2015.

Olympic Land Construction
(Contractor) (Seal)
By
Title Owner

ORIGINAL APPROVED AS TO FORM:

City Attorney

Great American Insurance Company
(Surety) (Seal)
By
Title John J. Daley, Attorney-in-Fact
Agent Name and Address Poms and Associates Insurance Brokers, LLC
1255 Treat Boulevard, 10th Floor, Walnut Creek, CA 94597
Agent Phone # (925) 338-8400
Surety Phone # (925)988-2247
California License # 0814733

h:\documents\contract mgmt\mesa grande park & playground_rebid_9-16-15\contract docs_planet bids\14-bid proposal guaranteerev 5-2010.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa

On October 2, 2015 (Date) before me, L. Byas-Barnett, Notary Public (Here Insert Name and Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

L. BYAS BARNETT
Commission # 2001200
Notary Public - California
Contra Costa County
My Comm. Expires Jan 13, 2017

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

WITNESS my hand and official seal.

Signature L. Byas Barnett (signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: October 2, 2015 Number of Pages: One(01)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer —Title(s):
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other:
Signer Is Representing: Great American Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
__Individual
__Corporate Officer —Title(s):
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 be Solo Ave.., P.0.20x 2402 'Chatsworth, CA. 81313-2402 • www,NationalNotary,org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2ND day of October, 2015

Assistant Secretary

S1029AE (01/15)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

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

   #424828 A, C-27 Exp. July 31, 2016

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.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

☐ Yes ☑ No ☐ Not applicable

OR

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

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

☐ Yes ☑ No ☐ Not applicable

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☑ No

OR

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

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA (Location), on October 7, 2015 (Date).

Signature: _____

Print name: Pantelis Kallergis

Title: Owner

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.: 2007-574

DATE ADOPTED: July 31, 2007

Green Contracting Survey
(Voluntary)

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

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

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

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

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

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

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

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

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

	City Bid Information
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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: _____ N/A _____ _____
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: Olympic Land Construction

BY: _____ Owner **Date:** 10/7/15
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.

h:\documents\contract mgmt\mesa grande park & playground_rebid_9-16-15\contract docs_planet bids\18-drug free.docx

1 of 2

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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

Prime Contractor Name	Olympic Land Construction
Prime Contractor Address	2442 North Ave. Sacramento, CA 95838
(REQUIRED) Prime Contractor DIR Registration #	1000003259

Date	10/7/15
Bid Amount	$ 157,500
Is Prime LBE?	(Yes) No

Business Name	Harrison Concrete Cutting	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided**
License Number	764041				
Address	33522 Co Rd 24	1000002611	Yes (No)	Demo	$ 1,000
City, State, Zip	Woodland CA 95695				
Contact Person	Steve Phipps				
Phone	530-662-2185				
Business Name	B&B Asphalt	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided**
License Number	590302				
Address	6610 Asher Ln.	1000001902	(Yes) No	Asphalt	$ 14,000
City, State, Zip	Sacramento CA 95828				
Contact Person	Tracy Cummings				
Phone	916-383-2888				
Business Name	Sierra Striping	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided**
License Number	651790				
Address	9725 Dal Rd. Suite A	1000002790	Yes (No)	Seal Coat/ Stripins	$ 2,600
City, State, Zip	Roseville CA 95747				
Contact Person	Kirth Nicholson				
Phone	916-784-0430				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:

[signature]	Owner	10/7/2015
Signature	**Title**	**Date**

Form Revised 3/9/15

2 of 2

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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

Prime Contractor Name	Olympic Land Construction
Prime Contractor Address	2442 North Ave. Sacramento, CA 95838
(REQUIRED) Prime Contractor DIR Registration #	1000003259

Date	10/7/15
Bid Amount	$ 157,500
Is Prime LBE?	(Yes) No

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	Recreation Science				
License Number	985338				
Address	Po Box 860	1000003792	(Yes) No	Play Install	$ 22,000.00
City, State, Zip	Carmichael, CA 95609				
Contact Person	Craig Creekmore				
Phone	916-612-3871				

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name					
License Number					
Address			Yes No		$
City, State, Zip					
Contact Person					
Phone					

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name					
License Number					
Address			Yes No		$
City, State, Zip					
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:

	Owner	10/7/2015
Signature	**Title**	**Date**

Form Revised 3/9/15

B16190021005

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838 ("Contractor"), in the amount of ONE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS ($185,550.00).

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

Including the Work called for in the following alternative bid items described in the Proposal Form:
AWARDING ADDITIVE ALTERNATES 1&2

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

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

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

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

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before TWENTY (20) WORKING DAYS PLUS SIXTY (60) CALENDAR DAYS PLANT ESTABLISHMENT from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

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

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if Contractor completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Contractor initials)

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

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Contractor initials)

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

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

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

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of

insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 10-23-15

BY _____
PANTELIS KALLERGIS
Print Name

OWNER
Title

BY _____
PANTELIS KALLERGIS
Print Name

OWNER.
Title

94-2913782
Federal ID#

307-2470-2
State ID#

93316
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

Form approved by City Attorney 12-24-14

CITY OF SACRAMENTO
PERFORMANCE BOND

Bond No.: CA-4046898
Premium: $2,672.00
Page 1 of 1 Based on total contract Amount.

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838:

as principal, hereinafter called Contractor, a contract for construction of:

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Great American Insurance Company-1255 Treat Boulevard, Suite 810-Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
ONE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS ($185,550.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 19, 2015.

Olympic-Land Construction
(Contractor) (Seal)
By
Title OWNER

Great American Insurance Company
(Surety) (Seal)
By
Title John J. Daley, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address 1255 Treat Boulevard, Suite 810
Walnut Creek, CA 94597
Agent Phone # 925/338-8400
Surety Phone # 925/988-2247
California License # 0814733

Form approved by CAO 5-9-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa

On October 19, 2019 (Date) before me, L. Byas-Barnett, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

L. BYAS BARNETT
Commission # 2001280
Notary Public - California
Contra Costa County
My Comm. Expires Jan 13, 2017

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document **Bond Number CA-4046898**

Document Date: October 19, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s): _____
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: Great American Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
__Individual
__Corporate Officer —Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of October, 2015.

Assistant Secretary

S1029AE (01/15)

CITYOF SACRAMENTO
PAYMENT BOND

Bond No.: CA-4046898
Premium: Included in Performance Bond.

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838 hereinafter called Contractor, a contract for construction of:

MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*): Great American Insurance Company-1255 Treat Boulevard, Suite 810-Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS ($185,550.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 19, 2015.

Olympic-Land Construction
(Contractor) (Seal)
By
Title OWNER

Great American Insurance Company
(Surety) (Seal)
By
Title John J. .Daley, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address 1255 Treat Boulevard, 10th Floor Walnut Creek, CA 94597
Agent Phone # 925/338-8400
Surety Phone # 925/988-2247
California License # 0814733

Effective 7-1-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa

On October 19, 2019 (Date) before me, L. Byas-Barnett, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (signature of Notary Public)

L. BYAS BARNETT
Commission # 2001280
Notary Public - California
Contra Costa County
My Comm. Expires Jan 13, 2017

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: **Bond Number CA-4046898**

Document Date: October 19, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s): _____
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: Great American Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
__Individual
__Corporate Officer —Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY KENNETH J. GOODWIN L. BYAS-BARNETT	ALL OF WALNUT CREEK, CALIFORNIA	ALL $100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of October, 2015.

Assistant Secretary

S1029AE (01/15)

OLYMP-1 OP ID: TB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2015

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

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

PRODUCER
Foothill Valley Ins Agency
13 Sierragate Plaza, Bldg A
Roseville, CA 95678
Wilhelm H Stenken

CONTACT NAME: Tyla Belton
PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583
E-MAIL ADDRESS: tyla.b@foothillvalley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Financial Pacific Ins. Co.	31453
INSURER B: Certain Und. at Lloyd's London	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Olympic Land-Construction
2442 North Ave.
Sacramento, CA 95838

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			60446103	05/01/2015	05/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			60446103	05/01/2015	05/01/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / [X] OCCUR			60446103	05/01/2015	05/01/2016	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Builders Risk			JAS0398-15	05/15/2015	10/31/2015	Limit	800,000
B	Flood & Land Move			JAS0398-15	05/15/2015	10/31/2015	Ded.	25,000

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

RE: Mesa Grande Park & Playground Renovation (L19138500)
City of Sacramento, its officials, employees and volunteers are named additional insured per CG2010(12/11) attached.

CERTIFICATE HOLDER

CITYO-3

City of Sacramento, Dept.
of Public Works
Tim Hopper
5730 24th St., Bldg. 4
Sacramento, CA 95822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 60446103

CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

PREMIUM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, Inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

Includes copyrighted material of Insurance Services Office, Inc., with its permission

NAMED INSURED: Olympic Land-Construction

POLICY NUMBER: 60446103

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

Endorsement Effective: 05/01/15

Named Insured: Olympic Land-Construction

Paragraph C. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraph a. or b. of that paragraphs a. or b. of that provision, subject to the following additional provisions:

1. **No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.**
2. **In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.**

Person or Organization:

City of Sacramento, its officials, employees and volunteers

OLYMLAN-01 DWARNOCK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2015

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

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

PRODUCER
Leaders Choice Insurance Services Inc.
2520 Venture Oaks Way, Suite 310
Sacramento, CA 95833

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 211-2123 FAX (A/C, No): (866) 913-7036
E-MAIL ADDRESS: info@leaderschoiceins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic Underwriters Insurance Company	24538
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Olympic Landscaping
2442 North Ave
Sacramento, CA 95838

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ATW 002960-02	05/01/2015	05/01/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jobsite: 4325 Valley Hi Drive, Sacramento, CA 95823
A waiver of subrogation applies in favor of City of Sacramento, Department of General Services, Contracts for the workers compensation policy per the attached form

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

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

Job Description
Job Address: 4325 Valley Hi Drive
Sacramento, CA 95823
Starting date: 1/15/2016
Duration of job: 20 days
Work being performed: Irrigation, Planting
Number of Insured's employees involved in the job: 6
Estimated payroll for the job: $20,000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-2015
Insured
Kallergis, Peter (An Individual)

Policy No. ATW 002960-02
Insurance Company
Republic Underwriters Insurance Company

Endorsement No. 7

WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 10-23-15 Contractor Olympic Land Construction

By _____
Signature

City of SACRAMENTO Parks and Recreation

DEPARTMENT of PARKS and RECREATION

PAY REQUEST APPLICATION

PROJECT: **MESA GRANDE PARK AND PLAYGROUND RENOVATION**

CONTRACTOR: **OLYMPIC LAND CONSTRUCTION**

PURCHASE ORDER NO.: _____ COST CENTER (PROJ NO.): **L19138500**

INVOICE NO.: _____ PERIOD ENDING DATE: _____

ORIGINAL CONTRACT AMOUNT:		$185,550.00
CHANGE ORDER NO. 1		
CHANGE ORDER NO. 2		
CHANGE ORDER NO. 3		
CHANGE ORDER NO. 4		
NET CHANGE BY CHANGE ORDERS:		
TOTAL ADJUSTED CONTRACT AMOUNT TO DATE:		$185,550.00
BALANCE OF CONTRACT TO FINISH:		
TOTAL WORK COMPLETED:		$185,550.00
LESS 5% RETENTION:	$9,277.50	
LESS PREVIOUS PAYMENTS:		
AMOUNT DUE THIS INVOICE:		$176,272.50

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved By (Prime Contractor) _____ Date: _____

Submit To: Department of Parks and Recreation
Park Planning and Development Services
915 "I"(eye) Street, 5th Floor
Sacramento, CA 95814

Approved By (Resident Const. Inspector) _____ Robert Rueff Date: _____

Approved By (Project Manager) _____ Dennis Day Date: _____

Approved By (Labor Compliance) _____ Date: _____

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

City of SACRAMENTO
Parks and Recreation

SCHEDULE OF VALUES

PROJECT NAME: *MESA GRANDE PARK AND PLAYGROUND RENOVATION*
CONTRACT NO:
CITY PROJ. NO: L19138500
FUNDING:
CONTRACTOR: *OLYMPIC LAND CONSTRUCTION*
ADDRESS: *2442 NORTH AVENUE*
SACRAMENTO, CA 95838
PHONE NO: *(916) 972-7148*

Pay Request Number _____
Work Performed Thru _____
Date Pay Request was Submitted _____
Number of Contract Days Expended _____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence to Install	1	LS	$3,500.00	$3,500.00				1.00	$3,500.00	1.00	$3,500.00		
2	Demolition	1	LS	$9,600.00	$9,600.00				1.00	$9,600.00	1.00	$9,600.00		
3	Clearing and Grubbing	1	LS	$3,000.00	$3,000.00				1.00	$3,000.00	1.00	$3,000.00		
4	Tree Removal and Trimming	1	LS	$500.00	$500.00				1.00	$500.00	1.00	$500.00		
5	Grading	1	LS	$14,000.00	$14,000.00				1.00	$14,000.00	1.00	$14,000.00		
6	Aggregate Base to Place	1	LS	$17,500.00	$17,500.00				1.00	$17,500.00	1.00	$17,500.00		
7	9" Basketball Court Curb to Construct	1	LS	$7,500.00	$7,500.00				1.00	$7,500.00	1.00	$7,500.00		
8	Asphalt Concrete Pavement to Place	1	LS	$19,000.00	$19,000.00				1.00	$19,000.00	1.00	$19,000.00		
9	Concrete Flatwork to Remove and Replace	1	LS	$8,000.00	$8,000.00				1.00	$8,000.00	1.00	$8,000.00		
10	Concrete Flatwork to Place	1	LS	$3,000.00	$3,000.00				1.00	$3,000.00	1.00	$3,000.00		
11	Playground Equipment to Install	1	LS	$25,000.00	$25,000.00				1.00	$25,000.00	1.00	$25,000.00		
12	Playground Wood Fiber to Place	1	LS	$7,300.00	$7,300.00				1.00	$7,300.00	1.00	$7,300.00		
13	Basketball Backboards, Posts and Nets	1	LS	$10,500.00	$10,500.00				1.00	$10,500.00	1.00	$10,500.00		
14	Basketball Court Striping	1	LS	$900.00	$900.00				1.00	$900.00	1.00	$900.00		
15	6' Bench to Install	1	LS	$6,000.00	$6,000.00				1.00	$6,000.00	1.00	$6,000.00		
16	Irrigation Modifications	1	LS	$12,500.00	$12,500.00				1.00	$12,500.00	1.00	$12,500.00		
17	Landscape Weed Fabric	1	LS	$200.00	$200.00				1.00	$200.00	1.00	$200.00		
18	Bark Mulch	1	LS	$800.00	$800.00				1.00	$800.00	1.00	$800.00		
19	Tree Planting (15 Gal.)	1	LS	$5,300.00	$5,300.00				1.00	$5,300.00	1.00	$5,300.00		
20	Groundcover and Shrub Planting	1	LS	$1,300.00	$1,300.00				1.00	$1,300.00	1.00	$1,300.00		
21	Turf Seed to Place	1	LS	$1,000.00	$1,000.00				1.00	$1,000.00	1.00	$1,000.00		
22	Plant Establishment (60 days)	1	LS	$1,100.00	$1,100.00				1.00	$1,100.00	1.00	$1,100.00		
	Additive Alternates:								1.00		1.00		(1.00)	
A1	Soccer Goals, Volleyball Post/Nets, Rubber Swing Mat, Concrete Park Sign and Park Rule Signs	1	LS	$19,350.00	$19,350.00				1.00	$19,350.00	1.00	$19,350.00		
A2	Decomposed Granite Topdressing	1	LS	$8,700.00	$8,700.00				1.00	$8,700.00	1.00	$8,700.00		
A3	Picnic Improvements (Tables, Grill and Pad)	1	LS						1.00		1.00			

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantitys	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
51	CCO#1												1.00	
35	CCO#2												1.00	
36	CCO#3												1.00	
37	CCO#4												1.00	
		Original Contract Amount			$185,550.00									
		CCO Adjusted Contract Amount				$185,550.00	Previous Total		Total This Estimate	$185,550.00	Total to Date	$185,550.00	Balancing Total	
							Previously Paid							

GUARANTEE

We hereby guarantee the: **MESA GRANDE PARK AND PLAYGROUND RENOVATION REBID (L19138500)**

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

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

Dated: 10-23-15

Signed: [signature]

PANTELIS KALLERGIS
Printed Name

OLYMPIC LAND CONSTRUCTION
Company

2442 NORTH AV.
Address

SACRAMENTO CA 95838

B16190021005

SPECIAL PROVISIONS

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SPECIAL PROVISIONS FOR

MESA GRANDE PARK AND PLAYGROUND RENOVATION - REBID (L19138500)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of Mesa Grande Park Playground and Park Renovations, in south Sacramento. The improvements will consist of demolition, clearing and grubbing, tree removal and trimming, removal of existing playground equipment and playground wood fiber, installing new playground equipment, playground wood fiber, a basketball court, volleyball posts and nets, soccer goals, benches, tables, grill, concrete park sign, rule signs, decomposed granite paving, irrigation modifications, tree and landscape planting.

B. COMPLETION TIME

The time for the completion of all work is Twenty (20) Working Days plus Thirty (30) Calendar Days for the Plant Establishment Period from the Notice to Proceed for substantial completion. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS ($1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. SPECIFICATIONS

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

i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.

ii. Standard Specifications Section 2-9 SUBCONTRACTORS, add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

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

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

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

F. TIME OF AWARD

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

unless otherwise stated in the contract agreement.

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to Dennis Day, City Project Manager, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-7633, FAX (916) 808-8266.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Landscape Architect. The Contractor shall, within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation**, submit for the review of the Landscape Architect, materials, products, equipment and services which differ in any respect from the materials,

products, equipment and services specified. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Landscape Architect shall be the sole judge as to the quality and suitability of substitutions and his/her decision is final. Requests for substitutions will not be entertained or considered by the Landscape Architect during the bidding period. No delay or extension of the contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of request for substitution.

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

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

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

Upon the written request of the Contractor and upon written approval by the City Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City

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

N. CONFLICTS

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

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

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

R. SUBMITTALS

In accordance with the provisions of Section 5-7, Standard Specifications of the City of Sacramento (except where noted below), the Contractor shall furnish the Landscape

Architect with such shop drawings and other descriptive materials as may be necessary to adequately describe the equipment, material, and fabricated items proposed to be furnished under this contract, and to determine their compliance with the specifications, design, and arrangement shown on the contract drawings. Items to conform to Special Provisions and may include but not limited to:

Item	Product Data	Shop Drawings	Mock-up or Sample
Aggregate Base	X		
Basketball Concrete Curb	X		
Concrete Flatwork	X		
Concrete Footings	X		
Playground Wood Fiber	X		X
Basketball Backboards, Posts and Nets	X		
Basketball Striping	X		
6' Bench	X		
Concrete Park Sign	X		
Irrigation Equipment	X		
Landscape Weed Fabric	X		
Bark Mulch	X		X
Plants	X		
Turf Sod	X		
Soccer Goals and Nets	X		
Volleyball Posts and Nets	X		
Rubber Mat under Swings	X		
Tables	X		
Grill	X		
Decomposed Granite Paving	X		X

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

S. RECORD DRAWINGS OF NEW CONSTRUCTION

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

T. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C27" License or a General Engineering Contractor "A" License with a qualified subcontractor "C27" Licensed. The "C27" contractor shall have previous park construction experience, and shall be required to install the irrigation and landscaping for this project. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the city's contracting for public

projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2: Ord. 99-007 § 3: prior code § 58.01.102)

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

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

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

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

Z1. Urgency Legislation SB 854 Passed by California Legislature
JULY 10, 2014

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

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

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

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

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

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

works after the contract has been awarded.

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

II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 – Temporary Construction Fence to Install
This item shall consist of furnishing, installing and maintaining a temporary 6' Chain Link Construction Fence around the construction areas shown on the Plans in conformance with Section 10 of the Standard Specifications.

Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector.

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

Item No. 2 – Demolition
This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

A. Playground Equipment shall be removed, including an existing playground structure, swings and other items play equipment indicated on the Demolition plan for removal, including all concrete footings.

B. Playground Wood Fiber shall be removed from the playground. All decomposed wood fiber shall be removed from the project site and disposed of by the Contractor. Non-decomposed wood fiber may be saved and reused under the new playground wood fiber.

C. Wood Benches shown for removal shall be saw cut at ground level and resulting post hole filled with concrete to grade as shown on the plans.

D. Trash & Debris including Concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.

E. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

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

Item No. 3 – Clearing and Grubbing
This item shall consist of clearing and grubbing the planting areas and for the new basketball port and concrete flatwork shown on the plans in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All existing grass, weeds, groundcover, shrubs, and bark shall be removed as shown on the plans including roots and attached soil and debris and all other objection material within the planting areas and new basketball court and adjacent concrete flatwork shall be removed.

B. Debris - All resulting landscape, soil and removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Clearing and Grubbing as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 4 – Tree Removal

This item shall consist of Tree Removal in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

A. Tree Removal -Trees to be removed are shown on the plans. Removal of trees shall include removal of stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field. Removed trees shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense.

B. Debris all resulting debris shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Tree Removal and Trimming as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 5 – Grading

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

A. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, it shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.

B. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.

C. Planter Areas adjacent to paved areas shall be graded so that after settlement the soil will be two inches below top of adjacent pavement or curb.

D. Site grading shall be approved by the Landscape Architect upon completion of grading operations.

E. Excavation Grading shall include removal of soil as required to construction improvements as shown on the plans. All excavated soils shall be used in grading operations or disposed of off-site, at the contractor expense.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 6 – Aggregate Base to Place

This item shall consist of furnishing and installing aggregate base (AB) under asphaltic concrete pavement, and concrete flatwork at the proposed basketball court as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Aggregate Base to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 7 – 9" Basketball Court Curb to Construct

This item shall consist of constructing the 9" wide Basketball Court Curb as shown on the plans in conformance with Sections 10, 19, and 24 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications, with the exception of the following: Expansion joints shall be place at 20' O.C. and score joints shall be placed at 10' O.C.

C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 95%.

D. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bards for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 9" Basketball Court Curb to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 8 – Asphaltic Concrete Pavement to Place

This item shall consist of furnishing and installing Asphaltic Concrete Pavement as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

A. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of the Standard Specifications and Section 39 of the State Standard Specifications.

B. Tack Coat shall be applied and shall be conform to Section 22-7 of the Standard Specifications.

C. Asphalt Binder shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State Standard Specifications.

D. Flood Test: The asphalt pavement should be flooded to check for surface drainage, low areas, and high areas greater than 1/8" tolerance. Out of tolerance areas should be repaired, filled to grade or re-installed.

E. Asphalt Sealcoat shall be an application of Asphalt Emulsion and shall comply with Section 23-3, 23-6 and 23-7 of the City Standard Specifications. Asphalt Sealcoat may be Raynguard "Steelguard" asphalt pavement sealer or approved equal.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing and completing the Basketball Court Pavement to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 – Concrete Flatwork to Remove and Replace

This item shall consist of removing the existing damaged Concrete Flatwork, and replacing it with reinforced concrete flatwork on grade as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

A. Existing Concrete Flatwork shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of off-site by the Contractor.

B. Saw cutting of Pavement shall be required as directed per plans and by the Parks Construction Inspector. Saw cuts shall be neat and clean and shall provide a smooth transition between new and existing features.

C. Aggregate Base shall not be required under replacement of existing concrete flatwork.

D. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

E. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

F. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

G. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

H. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Concrete Flatwork to Remove and Replace as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 – Concrete Flatwork to Place

This item shall consist of furnishing and constructing concrete flatwork at the new basketball court for access walkways and bench pad as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

A. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

B. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

C. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete. Unsatisfactory test panels shall be removed from the project site at the Contractor expense. The Contractor may request, that the test panel to be part of the required concrete work, which is subject to the approval of the Inspector.

D. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Concrete Sidewalk to Place as shown on the plans, as specified in these Special Provisions and as directed by

the Landscape Architect.

Item No. 11 - Play Equipment to Install
This item shall consist of installing the Play Equipment as shown on the plans in conformance with Section 10 of the Standard Specifications, these Special Provisions and the manufacturer's specifications.

A. Play Equipment shall be per plans, and will be purchased by the City. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The contractor will be responsible for receiving and storing the play equipment until it is installed.

B. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class "D" Portland Cement Concrete, conforming to Section 10 of the Standard Specifications.

C. Manufacturer's Representative shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer's specifications and details.

D. 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.

AND

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.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Play Equipment to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 12 – Playground Wood Fiber to Place
This item shall consist of furnishing and installing Wood Fiber Surfacing material in the play areas as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Wood Fiber shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new Incense Cedar. Wood fiber shall have blunt ends, and shall be void of mixed woods, recycled wood, nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber fall material shall meet CPSC & ASTM Standards for Public Playgrounds.

B. Product Certifications - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than $2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.

C. Installation of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-textile Fabric as shown on the plans. The Wood Fiber shall be uniform, level and compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area will be greater.

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

Item No. 13 – Basketball Backboard, Posts and Nets to Install

This item shall consist of furnishing and installing one pair of Basketball Post, Backboard, Goal and Net as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Basketball Post, Backboards, Goal and Net shall be per plans or approved equal. Install according to manufacturer's specifications.

Contact Christine Winters (508) 999-3020, fax (877) 841-3715.

B. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class "D" Portland Cement Concrete, conforming to Paragraph 10 of the Standard Specifications.

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

Item No. 14 – Basketball Court Striping

This item shall consist of accurately locating and painting two inch (2") wide stripes and pavement markings on the basketball court as shown on the Plans, in conformance Sections 32-2 and 32-3 of the Standard Specifications and these Special Provisions.

A. Paint shall be Plexicolor Line Paint by California Products Corporation, or equivalent by Flintkoke Co., Chevron Asphalt Co., or approved equal. Color shall be white. No oil-based paint shall be allowed. Paint, 12 to 14 mils thick when wet.

B. Tolerance and Appearance shall conform to Section 32-2 of the Standard Specifications with the following exception: that there shall be no more than one-half inch (1/2") deviation from tangent alignment or true arc.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Basketball Court Striping to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 15 – 6' Benches to Install

This item shall consist of furnishing and installing a 6' Bench as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Backless Bench shall be per plans, or approved equal and installed per manufacturer's instructions.

B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.

C. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 6' Bench to Install as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 16 – Irrigation Modification

This item shall consist of furnishing materials to replace one existing irrigation valve, and modifying the existing irrigation system as required to construct new basketball court and concrete flatwork, adding tree bubbler irrigation, adding additional sprinkler heads if required and adjusting existing sprinkler heads to provide coverage for planter areas shown on the plans in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. Preconstruction Test of Existing Irrigation System–City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications.

B. Electric Control Valve shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

C. Valve Box shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.

D. Electrical shall conform to Section 34 of the Standard Specifications.

E. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

a.	Full Rotor -	Red Wire
b.	Part Rotor -	Green Wire
c.	Spray Heads -	Yellow Wire
d.	Bubblers -	Blue Wire
e.	Common Wire -	White Wire

F. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream and all threaded pipe fittings downstream side of the irrigation valve shall be Schedule 80 PVC.

G. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

H. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.

I. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.

J. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.

K. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

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

Item No 17 – Landscape Weed Fabric to Place

This item shall consist of furnishing and installing landscape weed block fabric in all new planting areas and tree well as shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions.

A. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr., Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

B. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Landscape Weed Fabric to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 18 – Bark Mulch to Place

This item shall consist of furnishing and installing bark mulch in new planting area and tree well shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions.

Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Bark Mulch to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 19 – Tree Planting (15 Gal.)

This item shall consist of furnishing, preparing and planting 15 gallon container Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.

1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.

2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch (2") diameter.

4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Tree Planting (15 Gal.) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 20 – Groundcover and Shrub Planting

This item shall consist of furnishing, preparing and planting Groundcover and Shrub areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications. Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Groundcover and Shrub Planting as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 21 – Turf Seeding to Place

This item shall consist of the Turf Hydroseeding in the areas designated on the planting plan for turf seed and in other areas damaged by grading and construction operations in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions

A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.
Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one-half inch (1/2") below the top of curb or paving.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Soil Preparation Materials shall conform to Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer: Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

D. Turf Hydroseed shall conform to Section 10-42, and applicable paragraphs of Section 35-10 of the Standard Specifications and these Special Provisions.

1. Seed Mix: shall be per plans, applied at the rate of not less than twelve (12) lbs. of viable seed per 1,000 square feet. Seed mix shall be submitted to the Park Construction Inspector for approval. All seed shall be labeled in accordance with the California Food and Agricultural code and shall be delivered to the site in original, unopened containers and shall bear a dated guaranteed analysis.

2. Wood Fiber Mulch: shall be applied at the rate of 60 lbs. per 1,000 square feet. Wood Mulch shall be fibrous cellulose mulch containing no growth or germination inhibiting substances, and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, and water, in the proportions specified, it will form homogenous slurry, which is capable of being sprayed to form a porous mat. The fibrous mulch in its air-dry state shall contain no more than 10 percent by weight of water.

3. Fungicide: shall be applied at the rate of one-third (1/3) lbs. per 1,000 square feet.

4. Binder: shall be Am-Tac tackifier or approved equal applied at the rate as recommended by the manufacturer. Binder shall bind the fiber mulch to prevent erosion.

E. Turf Starter Fertilizer shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Turf Seed to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 22 – Plant Establishment (60 days)

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.

B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.

C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.

D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be Sixty (60) Calendar Days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

E. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restacked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.

F. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free, as determined by the Inspector.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Plant Establishment (60 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ADDITIVE ALTERNATE BID ITEMS:

Additive Alternate Item No. A1 – Soccer Goals, Volleyball Post and Nets, Rubber Swing Mat, Concrete Park Sign, and Park Rule Signs

This item shall consist of furnishing and installing Soccer Goals, Volleyball Posts and Nets, a Rubber Mat under the belt swings, a concrete park sign, and park rule signs, as shown on the plans and in conformance with these Special Provisions and as specified by the manufacturer.

A. Soccer Goals, Nets and Anchor System shall be per Plans, or approved equal, and installed per the manufacturer's instructions.

B. Volleyball Court Post shall be per plans, or approved equal. Posts shall be placed 2' beyond the edge of the volleyball court on each side which will be 34' apart.

1) Concrete Footing shall be Portland Cement Concrete Type II Class "D", conforming to Section 10 of the Standard Specifications. Footing Diameters shall be consistent with exist concrete footings for Tennis Court Post and Center Tie-Down Ground Sleeve shall be installed according to manufactures specifications.

C. Rubber Mat shall be per Plans, or approved equal, and installed per the manufacturer's instructions.

1) Anchoring shall be done with the use of 3/8 inch airline cable or stainless steel cable connected to ½" diameter x 36 inch recessed steel anchor stakes at anchor points. Mat edges slope below wood fiber material to eliminate tripping hazards. Cable to be supplied by the Contractor. Anchor stakes shall be ordered along with rubber mat.

D. Concrete Sign and Base shall be made of concrete mix, to include 8.5 sacks of Portland Cement per yard with a maximum rock size of ¾".

1) The coloring agent selected by the City of Sacramento shall be pure mineral oxides and shall be mixed integrally with the cement. The contractor shall request Outdoor Creations to use the City standard tan concrete color for the park sign.

2) The concrete sign and footing must attain a minimum compressive strength of 7,000 PSI.

3) The concrete shall be reinforced at a minimum #4 Rebar. The rebar shall be at a minimum 18" grid pattern throughout the interior of the sign. The concrete footing shall have a minimum of two rows of #4 rebar running parallel to the face of the footing. All formed surfaces and edges are fully rounded and smooth finished.

4) Concrete graffiti-resistant sealer finish must be applied to all exposed surfaces. There must be a minimum of three (3) coat of sealer applied to the sign and footing prior to installation.

5) Concrete signs must be made of one solid piece of concrete. The concrete base must also be one solid piece of concrete.

6) The city seal will be mounted on a 12" diameter circle using 12-gauge aluminum. The city seal will be mounted on the concrete sign with two keyed bolts to prevent theft. The City seal will be provided by the City of Sacramento to the contractor. The area where the seal is place on the concrete sign shall be recessed by a minimum of half inch and have a flat

beveled edging, at a forty-five (45°) degrees.

7) The sign lettering size will vary depending on how many words are on the park sign. All lettering shall be recessed from the surface of the concrete sign, at minimum of half inch. Edges on the sign letters shall not be round. The lettering for the park name shall be the largest print, all upper case, painted hunter green, and the style shall be Goudy Bold. The "City of Sacramento" lettering shall be smaller than the park name, be upper and lower case text, painted hunter green and the style shall be Goudy Bold. The "Department of Parks and Recreation" lettering shall be smaller print than the "City of Sacramento," be upper and lower case text, painted hunter green, and the style shall be Goudy Medium. Contractor shall submit a mockup of the sign and receive written approval for the City representative prior to ordering the concrete sign and concrete base.

8) The sign vendor will provide to the contractor two (2), 60" in length by 2" diameter galvanized steel pipes, schedule 40. The pipes will be installed vertically into the base, through the footing, and into the sign. Sign manufacture shall supply detail. The signs and footing shall be epoxies to one another as well as having the footing epoxies to the concrete base.

9) The Contractor shall have the means to transport the concrete sign and footing to the park site. The sign and footing will be placed on top of a concrete base footing, provided by the contractor. The City of Sacramento is not responsible for any damage to the sign during the transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough.

10) Concrete Footing shall be as shown on the plans.

11) Vendor Information: The sign shall be by Outdoor Creations Inc., or approved equal. Outdoor Creations Inc. Representative Contact, Chad Smith: Phone (530) 337-6774 , Fax (530) 337-6675.

12) Acceptance of Sign - The City of Sacramento is not responsible for any damage to the park sign during the transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough. The contractor may wrap the park sign with black plastic until final acceptance by the City.

E. Existing Wood Park Sign shown for removal shall be removed including concrete footings.

F. Existing Park Rule Signs shown for removal shall be removed.

G. Park Rule Signs shall be provided by the City, for installation by the Contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount. Park Rule Signs (including "Alcohol," and "Park Hours" signs) shall be removed throughout the park and playground.

1) Mounting Signage on Fencing (playground and baseball field). Exact locations of new signage to be determined in the field by the Landscape Architect.

2) Hardware shall be Stainless Steel, and vandal resistant. Bolts with the nuts tack welded on to prevent theft.

H. Existing Table Boards to Replace and Repaint - shall consist of removing and replacing all of the damaged and cracked wood slats on the existing wood tables, tops and seats, and painting all the new and existing boards as shown on the plans in conformance with these Special Provisions. Contractor to identify the boards to be replaced with the Landscape Architect prior to replacement.

1) Wood Boards shall match existing in size and length, Douglas fir S4S wood slats. Ease edges, and sand smooth rough edges.

2) Paint – shall be exterior latex paint; color Green to match existing table paint color. Contractor to prepare boards as recommended by manufacturer, and paint two (2) coats of paint on all new and existing wood table top and seat slats. Contractor shall take care no prevent spill and splatter of paint onto frames and concrete flatwork.

3) Hardware - Baseboards to be bolted to the anchor plates welded to the posts with three-eighths inch by two inch and one-half inch (3/8" x2-1/2") galvanized carriage bolts. Peen bolt ends after tightening.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Soccer Goals, Volleyball Post and Nets, Rubber Swing Mat, Concrete Park Sign, and Park Rule Signs as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Additive Alternate Item No. A2 – Decomposed Granite Topdressing

This item shall consist of furnishing and placing cement approximately 1"+/- of Stabilized Decomposed Granite Pavement on top of existing decomposed granite and grading and compacting for positive drainage, without any low spots or depressions as shown on the plans and the detail thereon, in conformance with these Special Provisions.

A. Weed Abatement – Contractor shall spray and kill any weeds within the existing jogging path, and rake and remove any weed debris prior to placing new decomposed granite material. Weed Control shall conform to Section 35-6 of the Standard Specifications.

B. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445, or "Butte" crushed rock fines, distributed by CL Smith, Woodland, CA (9530) 662-2633, or approved equal.

C. Submittal: Prior to placement of decomposed granite the Contractor shall submit a product sample and material summary sheet to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.

D. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 12-15 lbs. per ton of decomposed aggregate.

E. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his

intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.

F. Test Sample: Provide a 10' by specified width as a test sample, to be approved prior to installation. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test sample. If the test is found to be unsatisfactory by the City, additional test samples shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test sample shall be the same as those used throughout the installation of stabilized decomposed granite paving.

G. Installation: Evenly spread prepared crushed granite fines/binder material according to plans in two inch (2") lifts on prepared sub-grade. Grade and smooth decomposed granite material, thoroughly water entire area to a uniformly moisture. Roll each lift with a 2000 to 4000 lbs. static drum roller to form a uniform, smooth surface. Compact each lift to 95%. Do not use vibratory plate compactors or vibration function on roller as vibration separates large aggregate particles.

Upon completion of the final lift, fill any depressions, holes or divots and reroll using the above process.

Allow sufficient curing period of +/- 48 hours prior to use. Take all precautions to protect completed work from traffic until completely dry. Rake off any crusted cement on top of surface and repair or replace all damaged areas due to tire ruts, erosions, compaction failure, etc. until the project is accepted.

H. Finish: The finished surface of the paving shall firm, stable and smooth and even, with a consistent grade, with no high or low points. The paving shall be flush with adjacent concrete or header containment edge.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Stabilized Decomposed Granite to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Additive Alternate Item No. A3 – Picnic Improvements (Tables, Grill and Pad)

This item shall consist of furnishing and installing a regular and an accessible tables, a grill and clearing and grubbing, grading and concrete flatwork for new picnic area as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Clearing and Grubbing for picnic area shall be as stated under Clearing and Grubbing of these Special Provisions.

B. Grading and Excavation Grading for picnic area shall be as stated under Grading of these Special Provisions.

C. Aggregate Base for picnic area shall be as stated under Aggregate Base of these Special Provisions.

D. Concrete Pad for picnic area shall be as stated under Concrete Flatwork of these Special Provisions.

E. Picnic Tables shall be per plans, or approved equal, and installed per manufacturer's

instructions.

F. ADA Picnic Table shall be per plans, or approved equal, and installed per manufacturer's instructions.

G. Grills shall be per plans, or approved equal, and installed per manufacturer's instructions.

H. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.

I. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Picnic Table to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

CITY OF SACRAMENTO

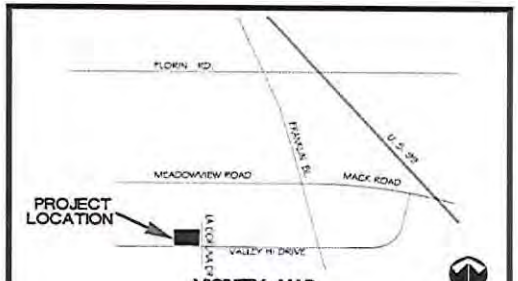
DEPARTMENT OF PARKS AND RECREATION
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS

PN: L19138500

SITE ADDRESS: 4325 VALLEY HI DRIVE
TOTAL AREA DISTURBED: 0.15 ACRE

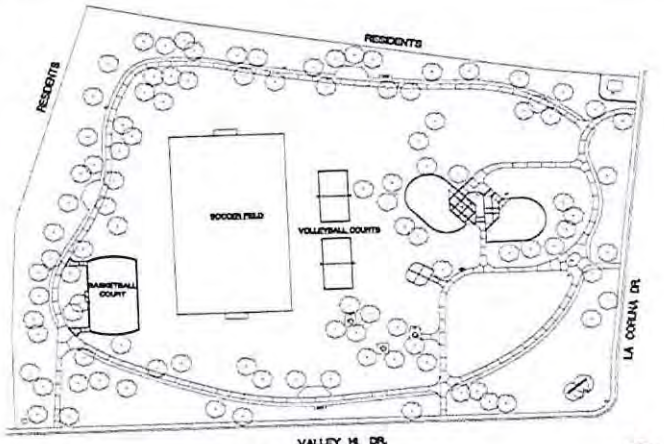


VICINITY MAP
NOT TO SCALE

SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
DEMOLITION PLAN	L2
LAYOUT / GRADING PLAN	L3
ENLARGEMENT PLAN	L4
PLANTING PLAN	L5
IRRIGATION PLAN	L6
CONSTRUCTION DETAILS	L7, L8

811 Know what's below. Call before you dig.



LOCATION MAP
NOT TO SCALE

PROJECT GENERAL NOTES

1. COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
2. TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 6-10 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
3. EXISTING FACILITIES: REFER TO SECTION 1-3 EXISTING FACILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
4. LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-1.13 MAIN AND TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
5. PERMANENT SURVEY MONUMENTS: REFER TO SECTION 6-5 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
6. IF HUMAN INTERMENTS ARE ENCOUNTERED: ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN, BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND ANY IDENTIFIED DESCENDANTS MUST BE NOTIFIED AND RECOMMENDATIONS FOR TREATMENT SOLICITED, PURSUANT TO: CEQA SECTION 15064.5; HEALTH AND SAFETY CODE SECTION 7050.5; PUBLIC RESOURCES CODE SECTION 5097.94 AND 5097.98.
7. TRENCH SAFETY PLANS: REFER TO SECTION 6-5 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
8. PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-10 PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
9. RECORD DRAWINGS: REFER TO SECTION 3-10 RECORD DRAWINGS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
10. LAWS, REGULATIONS: REFER TO SECTION 6-1 LAWS TO BE OBSERVED AND SECTION 6-2 CERTAIN LAWS AFFECTING THE WORK OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR REQUIREMENTS.
11. UTILITIES: THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.

CITY REPRESENTATIVE:
DENNIS DAY, LANDSCAPE ARCHITECT #4366
CITY OF SACRAMENTO, DEPT. OF PARKS AND RECREATION
915 I STREET, 3rd FLOOR, SACRAMENTO, CA 95814
TELEPHONE: (916) 808-7633 FAX (916) 808-8266

APPROVED BY:

JAMES COMBS, DIRECTOR (DATE)
DEPARTMENT OF PARKS AND RECREATION

C. Gary Hyden 6/26/15
C. GARY HYDEN, SUPERVISING LANDSCAPE ARCHITECT #1741 (DATE)
DEPARTMENT OF PARKS AND RECREATION

Shannon Brown 6/30/15
SHANNON D. BROWN, PARKS MAINTENANCE MANAGER (DATE)
DEPARTMENT OF PARKS AND RECREATION

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

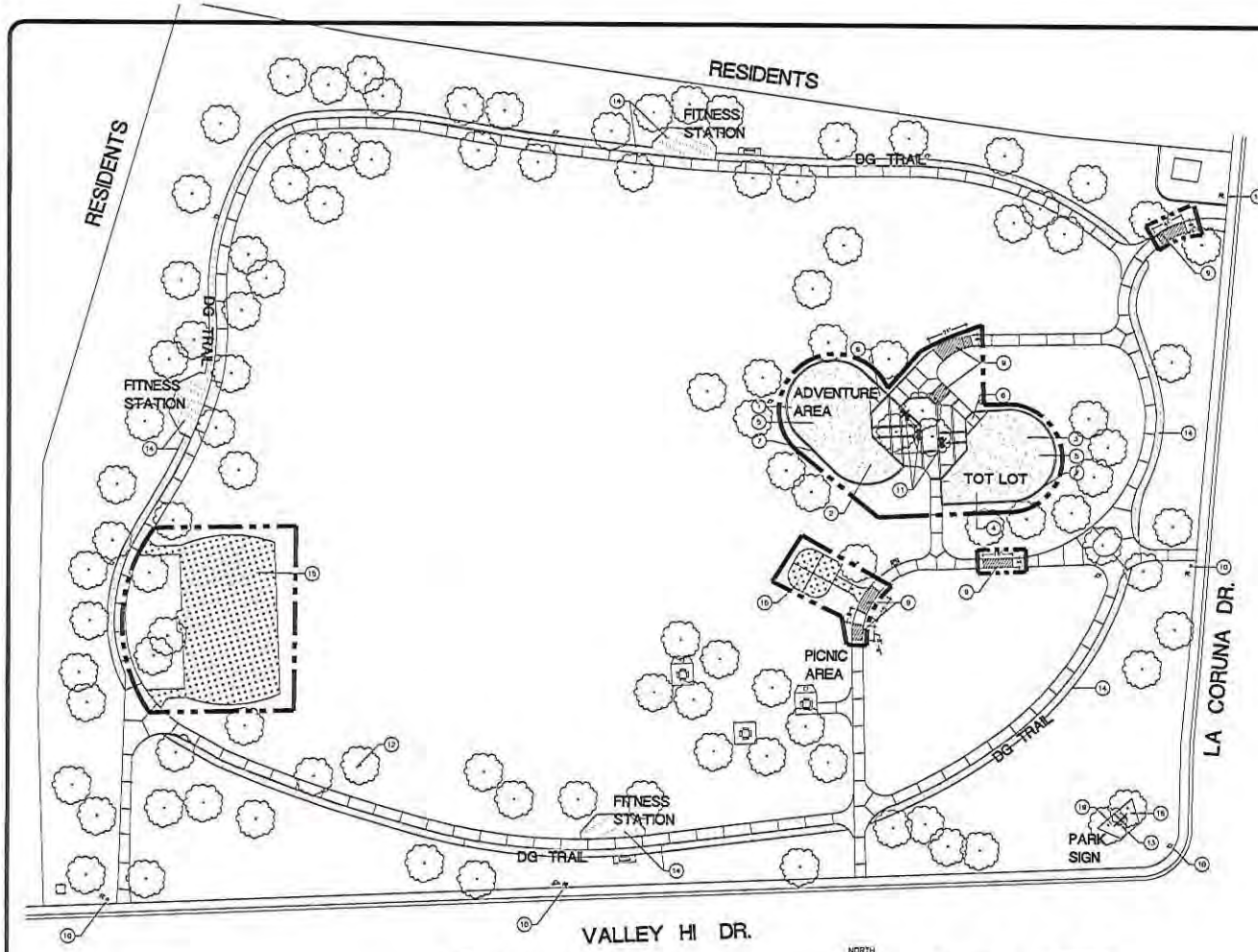
SACRAMENTO Parks and Recreation

MESA GRANDE PARK & PLAYGROUND RENOVATIONS
COVER SHEET

LANDSCAPE ARCHITECT D. DAY
DESIGN REVIEWED BY D. DAY
CAD FILE
DATE JUNE 2014
SCALE AS SHOWN
P. N. L19138500
REVISIONS

SHEET NO. L1 of 8

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19-135503)



1 / L2 DEMOLITION PLAN
SCALE 1"=30'

DEMOLITION KEY NOTES

1. REMOVE EXISTING ADVENTURE AREA PLAY STRUCTURE INCLUDING CONCRETE FOOTINGS.
2. REMOVE EXISTING 2-BAY SWINGS IN ADVENTURE AREA INCLUDING CONCRETE FOOTING.
3. REMOVE EXISTING TOT LOT PLAY STRUCTURE INCLUDING CONCRETE FOOTINGS.
4. REMOVE EXISTING SEE SAW INCLUDING CONCRETE FOOTINGS.
5. REMOVE EXISTING PLAYGROUND WOOD FIBER SURFACING, APPROXIMATE 12" DEPTH. STOCK PILE EXISTING NON-DECOMPOSED PLAYGROUND WOOD FIBER FOR REUSE IN PLAYGROUND UNDER NEW WOOD FIBER. DISPOSE OF ANY DECOMPOSED OR SOIL CONTAMINATED WOOD FIBER SURFACING MATERIAL.
6. EXISTING CONCRETE ADA RAMP TO REMAIN, PRESERVE AND PROTECT.
7. EXISTING CONCRETE WALKWAY AND PLAY AREA CURB TO REMAIN, PRESERVE AND PROTECT.
8. NOT USED
9. REMOVE AND DISPOSE OF EXISTING 3-1/2" CONCRETE FLATWORK TO AN EXISTING EXPANSION JOINT, OR SAW CUT AT LIMIT OF REMOVAL. (REFER TO SHEET L3 FOR FLATWORK REPLACEMENT). EXCAVATE SUFFICIENT SUBGRADE MATERIAL IN ORDER TO CONSTRUCT NEW CONCRETE FLATWORK OVER AGGREGATE BASE.
10. REMOVE AND DISPOSED OF EXISTING PARK RULE SIGNS, AND "DOG ON LEASH" SIGNS. "DRUG FREE ZONE" SIGNS TO REMAIN. POSTS TO REMAIN FOR REUSE.
11. REMOVE AND DISPOSE OF EXISTING WOOD BENCHES ATTACHED TO RAISED PLANTER WALL. (QTY: 3).
12. ALL EXISTING TREES TO REMAIN, PRESERVE AND PROTECT.
13. REMOVE AND DISPOSE OF EXISTING WOOD PARK SIGN (INCLUDING CONCRETE FOOTINGS), AND FILL RESULTING HOLES WITH SOIL TO MATCH GRADE.
14. SPRAY WEED KILLER IN THE EXISTING DECOMPOSED GRANITE PAVING AREAS IN THE EXISTING JOGGING TRAIL AND FITNESS STATION AREAS, AND REMOVE RESULTING VEGETATION ONCE DEAD.
15. REMOVE EXISTING TURF WITHIN PROPOSED BASKETBALL COURT OR NEW PICNIC TABLE PAD. EXCAVATE SOIL AS REQUIRED TO CONSTRUCT NEW ASPHALT, CURBING OR CONCRETE FLATWORK, AND AGGREGATE AGGREGATE BASE. REFER TO LAYOUT PLAN AND DETAILS FOR FURTHER INFORMATION.
16. REMOVE TWO EXISTING EXISTING LIVE OAK TREES WITHIN PLANTER AREA, AND THREE EXISTING CRAPE MYRTLE TREES TO REMAIN, PRESERVE AND PROTECT.

DEMOLITION NOTES

1. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. CONTRACTOR SHALL PROVIDE A TEMPORARY CONSTRUCTION FENCE AS SHOWN ON THE PLANS AND PER THE SPECIFICATIONS.
3. ALL EXISTING ITEMS ON THE SITE ARE TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. ALL DAMAGE CAUSED BY THE CONTRACTOR DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY.
4. THE CONTRACTOR SHALL COORDINATE A MEETING WITH THE INSPECTOR TO REVIEW EXISTING CONDITIONS. THE INSPECTOR AND CONTRACTOR SHALL MARK EXISTING CRACKED AND DAMAGED HARDSCAPE PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
6. DUST CONTROL: REFER TO EROSION CONTROL FOR PROJECTS UNDER 1 ACRE IN SPECIAL PROVISIONS.
7. NO SOIL, MORTAR OR OTHER RESIDUE SHALL BE ALLOWED TO ENTER STREETS, GUTTERS, OR STORM DRAINS. ALL MATERIAL AND WASTE SHALL BE REMOVED FROM THE PROJECT SITE.
8. ALL EXISTING TREES TO REMAIN, SHALL BE PRESERVED AND BE FULLY PROTECTED FROM INJURY OR DAMAGE. DAMAGED OR INJURED TREES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE TO THE CITY'S SATISFACTION. THE CONTRACTOR SHALL NOT ALLOW STORAGE OR CONSTRUCTION MATERIALS OR PARKING OR EQUIPMENT AND VEHICLES WITHIN A TREE DRIP LINE.
9. SEE GENERAL NOTES ON COVER SHEET L1.
10. NO SOIL, MORTAR OR OTHER RESIDUE SHALL BE ALLOWED TO ENTER STREETS, GUTTERS, OR STORM DRAINS. ALL MATERIAL AND WASTE SHALL BE REMOVED FROM THE PROJECT SITE.
11. BETWEEN OCTOBER 15 AND MAY 15 EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHENEVER THE FIVE-DAY PROBABILITY OF RAIN EXCEEDS 30%. DURING THE REMAINDER OF THE YEAR, THEY SHALL BE IN PLACE AT THE END OF THE WORKING DAY, WHENEVER THE DAILY RAINFALL PROBABILITY EXCEEDS 30%.
12. ALL EXISTING TREES TO BE PRESERVED SHALL BE FULLY PROTECTED FROM INJURY OR DAMAGE. DAMAGED OR INJURED TREES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE TO THE CITY'S SATISFACTION. THE CONTRACTOR SHALL NOT ALLOW STORAGE OR CONSTRUCTION MATERIALS OR PARKING OR EQUIPMENT AND VEHICLES WITHIN A TREE DRIP LINE.
13. CONTRACTOR SHALL FIELD VERIFY ALL SITE CONDITIONS RELATING TO THE PROJECT PRIOR TO BIDDING THE PROJECT. REPORT ANY DISCREPANCIES OR INACCURACIES TO THE CITY.
14. SAWCUTTING: SAWCUTS SHALL BE NEAT AND CLEAN AND SHALL PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING FEATURES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT NO ADDITIONAL COST TO THE CITY, ANY EXISTING LANDSCAPE AREA DESIGNATED TO REMAIN WHICH IS DISTURBED AS A CONSEQUENCE OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
16. ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS, DETAILS, & SPECIFICATIONS. SOME MATERIALS MAY REQUIRE A SEVERAL-WEEK ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE CITY LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.
17. CONTRACTOR SHALL ADJUST THE PLACEMENT AND RADIUS OF NEW SPRINKLERS AS PER FIELD CONDITIONS TO ACHIEVE FULL COVERAGE OF ALL PLANTED AREAS, AND TO MINIMIZE OVER SPRAY ONTO ADJACENT PAVING AREAS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ALL EXISTING IRRIGATION EQUIPMENT DAMAGED BY HIS CONSTRUCTION.

TREE PROTECTION NOTES

TREES SHALL BE PROTECTED BY THE FOLLOWING MEANS:

1. ALL TREE ROOTS REQUIRING PRUNING SHALL BE CUT CLEAN AND THE TREE AFFECTED MAY REQUIRE SUPPLEMENTAL IRRIGATION FERTILIZATION AND PRUNING AS A RESULT OF THE ROOT CUTTING.
2. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE TO EXISTING TREES, I.E. TRUNK WOUNDS, BROKEN LIMBS, POURING OF ANY DELETERIOUS MATERIALS, OR CONCRETE WASHOUT UNDER THE DRIPLINE OF THE TREES. DAMAGES WILL BE ASSESSED USING THE "GUIDE TO PLANT APPRAISAL" 9TH EDITION, PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. AN APPRAISAL REPORT SHALL BE SUBMITTED FOR REVIEW BY THE CITY ARBORIST.
3. SUPPLEMENTAL IRRIGATION WILL BE REQUIRED FOR TREES ON AND ADJACENT TO THE PROJECT SITE WHERE THE IRRIGATION HAS BEEN TURNED OFF OR MODIFIED BECAUSE OF THE CONSTRUCTION ACTIVITIES.
4. THE TREES TO BE PRESERVED AND PROTECTION METHODS NOTED ABOVE SHALL BE IDENTIFIED ON ALL CONSTRUCTION PLANS FOR THIS PROJECT.
5. ALL EXISTING TREES SHALL BE PROTECTED FROM DAMAGE OR INJURY. NO PARKING OR STACKING OF CONSTRUCTION MATERIALS IS ALLOWED WITHIN THE DRIPLINE OF EXISTING TREES.
6. TREES TO BE PRESERVED SHALL BE MAINTAINED IN A SAFE AND HEALTHY STATE AND SHALL BE IRRIGATED, FERTILIZED, OR OTHERWISE TREATED AS NECESSARY PER THE PROJECT ARBORIST RECOMMENDATIONS.

DEMOLITION LEGEND

- X — REMOVED AND DISPOSE OF EXISTING ITEMS (SEE DEMOLITION KEY NOTES)
- TEMPORARY CONSTRUCTION FENCE TO PLACE, PER SPECIFICATIONS.
- PLAYGROUND WOOD FIBER SURFACING, SEE KEY DEMOTION KEY NOTE 5
- REMOVE AND DISPOSED OF EXISTING DAMAGED CONCRETE FLATWORK, AND EXCAVATE SUFFICIENT SUBGRADE MATERIAL TO CONSTRUCTED NEW CONCRETE FLATWORK, OVER AGGREGATE BASE.
- CLEAR AND GRUB EXISTING TURF, AND EXCAVATE SOIL FOR PROPOSED BASKETBALL COURT, NEW PAVEMENT OR CONCRETE TABLE PAD.
- EXISTING DECOMPOSED GRANITE PAVEMENT, SEE KEY DEMOLITION KEY NOTE 14.
- EXISTING TREE.

ADDITIVE ALTERNATES:
A1 - RUBBER MAT UNDER SWINGS
A2 - DECOMPOSED GRANITE TOPDRESSING
A3 - PICNIC IMPROVEMENTS (TABLES, GRILL AND PAD)

811 Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

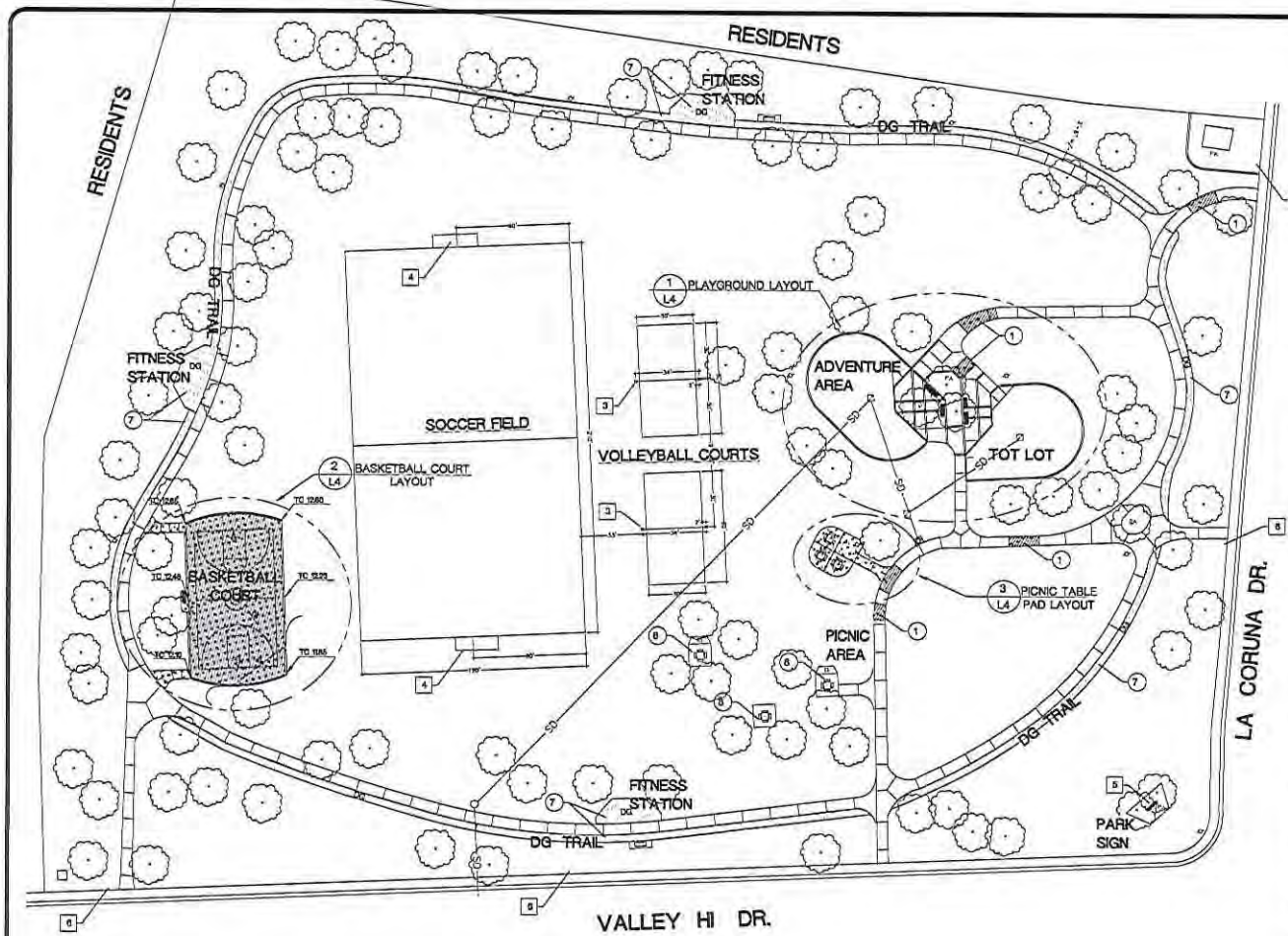
MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19158500)

MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID DEMOLITION PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE
DATE: SEPT. 2015
SCALE: AS SHOWN
P. N.: L19158500
REVISIONS:

LICENSED LANDSCAPE ARCHITECT — DAVID MOSS DAY — LICENSE NO. 4000 — STATE OF CALIFORNIA

SHEET NO. L2 of 8



1 / L3 LAYOUT/ GRADING PLAN
SCALE 1"=30'

LAYOUT NOTES

1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE INSPECTOR PRIOR TO INSTALLATION. ALL DIMENSIONS ARE TO INSIDE EDGE OF CONCRETE FLATWORK/MOWSTRIP, FACE OF CURB, OR CENTER POINT OF RADIUS. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS BETWEEN POINT STATIONS ALONG WALKWAY.
2. VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY INSPECTOR IF THERE ARE SUBSTANTIAL DISCREPANCIES.
3. NEW CONCRETE FLATWORK SHALL MEET GRADE OF EXISTING CONCRETE FLATWORK OR ASPHALT PAVING. WHERE NEW CONCRETE IS PLACED ADJACENT TO CURBS OR EXISTING CONCRETE PAVING, A CONTINUOUS EXPANSION JOINT SHALL BE INSTALLED BETWEEN THE NEW CONCRETE FLATWORK AND CURBS, EXISTING CONCRETE FLATWORK, OR EXISTING ASPHALT PAVING. ANY NEW CONCRETE WALKWAY SHALL HAVE FORMS REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO POURING CONCRETE.
4. ALL MATERIALS AND FINISHES SHALL BE AS PER DRAWINGS. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. SOME MATERIALS MAY REQUIRE SEVERAL WEEKS OR MONTHS ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY & ALL ORDERING LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.
5. REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
6. EXPANSION JOINTS TO BE MEASURED AT 20' O.C. MAXIMUM OR AS SHOWN ON PLANS.
7. SCORE JOINTS TO BE SPACED AS SHOWN ON PLANS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING ANY EXISTING IRRIGATION EQUIPMENT (HEADS, VALVES, LATERALS, ETC.) AS NECESSARY TO ACCOMMODATE PROPOSED IMPROVEMENTS. ANY IRRIGATION MODIFICATIONS SHALL BE AT THE SOLE COST OF THE CONTRACTOR.

KEY NOTES (K.N.)

1. 3-1/2" CONCRETE FLATWORK OVER 6" AGGREGATE BASE PER DETAIL 1&7 AND 2&7.
2. 3" ASPHALTIC CONCRETE PAVEMENT OVER 12" AGGREGATE BASE PER DETAIL 3&7
3. 3-1/2" CONCRETE FLATWORK PICNIC TABLE PAD TO INSTALL PER DETAILS 1&7 AND 3&6.
4. 3-1/2" CONCRETE FLATWORK BENCH PAD TO INSTALL PER DETAILS 1&7 AND 4&7.
5. 9" CONCRETE BASKETBALL CURB TO CONSTRUCT PER DETAIL 4&7
6. EXPANSION JOINTS AND SCORE LINES TO INSTALL PER DETAIL 2&7 (TYPICAL).
7. TOP DRESS EXISTING DECOMPOSED GRANITE PAVEMENT WITH STABILIZED DECOMPOSED GRANITE PAVEMENT PER DETAIL 5&7
8. REPLACE DAMAGE BOARDS ON EXISTING PICNIC TABLE TOPS AND SEATS. PAINT ALL BOARDS TO MATCH EXISTING COLOR. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EQUIPMENT KEY NOTES (E.K.N.)

1. 8' BACKLESS BENCH - PATTERSON WILLIAMS, MODEL 3104-06, 6' LONG STRAP STEEL BENCH WITHOUT BACK, AND WITH ARMS, SURFACE MOUNTED, POWDER COAT FINISH. AVAILABLE THROUGH DAVID O'KEEFE CO., CONTACT JEFF WHITMAN, PH: (925) 964-2075, JEFFWHITMAN@SBCGLOBAL.NET. SURFACE MOUNT INSTALLATION PER DETAIL 7&7. COLOR: GREEN. QTY: 5.
2. BASKETBALL COURT POST AND BACKBOARD - BY TRUE BOUNCE, MODEL #PA554 - 5" x 5" x 3/16" SQUARE STEEL POSTS WITH 4' EXTENSIONS. COLOR: BLACK. BACKBOARD 42" x 72" x 3/4" MODEL #L7042. COLOR: CLEAR. BACKBOARD PAD MODEL #BP072. COLOR: GREEN. GOALS: HEAVY DUTY breakaway, MODEL RB1000. NETS: NYLON, MODEL BN 141. AVAILABLE THROUGH CALIFORNIA SPORTS AND RECREATION INC., 1-(800) 235-2440. INSTALL PER DETAIL 6&7. QTY: ONE PAIR.

ADDITIVE ALTERNATE 1:

3. VOLLEYBALL POSTS AND NETS - PATTERSON-WILLIAMS, SQUARE POSTS: #2205-INK (PAIR), BLACK POWDER-COATED FINISH, "SQUARE" ALUMINUM SLEEVE: MODEL #3305-01; NET: #6352 PREMIUM TENNIS NET, AVAILABLE THROUGH DAVID O'KEEFE CO., CONTACT JEFF WHITMAN, PH: (925) 964-2075, JEFFWHITMAN@SBCGLOBAL.NET. INSTALL PER DETAIL 1&7. QTY: TWO PAIR. COLOR: BLACK.
4. SOCCER GOAL - SCOREMASTER MOVABLE REGULATION GOALS, MODEL SM-DM2100. PORTABLE GOALS, SIZE 21'-0" W x 7'-0" H x 7'-0" D. STEEL TUBING, INCLUDES GROUND ANCHORS. SOCCER NETS MODEL SM-NPG-MTOMAT-PKG. AVAILABLE FROM KOSS RECREATION EQUIPMENT, (707) 538-3800. QTY: ONE PAIR. SOCCER GOALS LOCATION SHOWN ON THE PLANS.
5. CONCRETE PARK SIGN - BY OUTDOOR CREATIONS INC., CONTACT CHAD SMITH (530) 337-6774. INSTALL SIGN ON A CONCRETE FOOTING. INSTALL PER SEE SPECIFICATIONS AND DETAIL 5&6.
6. PARK RULE SIGNS - RULE SIGNS TO BE PROVIDED BY THE CITY FOR INSTALLATION BY THE CONTRACTOR. SIGN TO INSTALL BE INSTALLED ON EXISTING LIGHT POST OR SIGN POSTS. SIGNS TO FACE TOWARD STREET. BOTTOM OF SIGN TO BE 7'-0" ABOVE FINISH GRADE. INSTALL PER DETAIL 1&7. QTY: 4.

ADDITIVE ALTERNATE A2:

7. PICNIC TABLE - PATTERSON-WILLIAMS, CAMDEN 4x7 SQUARE TABLE, ENCOMPASS (4) 3' SEATS SUPPORTED BY 2-7/8" OD FRAMEWORK, SURFACE MOUNTED, WITH COVER PLATES. SQUARE PERFORATION PATTERN, POWDER COAT FINISH. AVAILABLE THROUGH DAVID O'KEEFE CO., CONTACT JEFF WHITMAN, PH: (925) 964-2075, JEFFWHITMAN@SBCGLOBAL.NET. SURFACE MOUNT INSTALLATION PER DETAIL 7&7. COLOR: GREEN. QTY: 2.
8. ADA PICNIC TABLE - PATTERSON-WILLIAMS, CAMDEN 4x7 SQUARE TABLE, ENCOMPASS (4) 3' SEATS SUPPORTED BY 2-7/8" OD FRAMEWORK, SURFACE MOUNTED, WITH COVER PLATES. SQUARE PERFORATION PATTERN, POWDER COAT FINISH. AVAILABLE THROUGH DAVID O'KEEFE CO., CONTACT JEFF WHITMAN, PH: (925) 964-2075, JEFFWHITMAN@SBCGLOBAL.NET. SURFACE MOUNT INSTALLATION PER DETAIL 7&7. COLOR: GREEN. QTY: 1.
9. GRILL - PEDESTAL GROUP GRILL BY IRON MOUNTAIN FORGE, MODEL 100001DR2, SURFACE MOUNT, AVAILABLE THROUGH ALL ABOUT PLAY CONTACT KRISTIN PETTY (916) 923-2180. SURFACE MOUNT INSTALLATION PER DETAIL 7&7. QTY: 1.

LAYOUT LEGEND

SYM	DESCRIPTION
	SCORE LINE, SEE KEY NOTE #7.
	EXPANSION JOINT, SEE KEY NOTE #6.
	3-1/2" CONCRETE FLATWORK OVER 4" AGGREGATE BASE, SEE KEY NOTE #1.
	3" ASPHALT PAVEMENT OVER 12" AGGREGATE BASE, SEE KEY NOTE #2.
	9" CONCRETE BASKETBALL CURB, SEE KEY NOTE #5.
DG	STABILIZED DECOMPOSED GRANITE PAVING TO TOP DRESS, SEE SPECIFICATIONS.
"D"	PARK RULE SIGN, SEE EQUIPMENT KEY NOTE #6.
1 / L3	DETAIL NUMBER / SHEET NUMBER
PA	PLANTING AREA

ADDITIVE ALTERNATES:
A1 - SOCCER GOALS, VOLLEYBALL POSTS AND NETS, RUBBER SWING MAT, CONCRETE PARK SIGN AND PARK RULE SIGNS
A2 - PICNIC IMPROVEMENTS (TABLES, GRILL AND PAD)
A3 - DECOMPOSED GRANITE TOPDRESSING

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SACRAMENTO Parks and Recreation

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

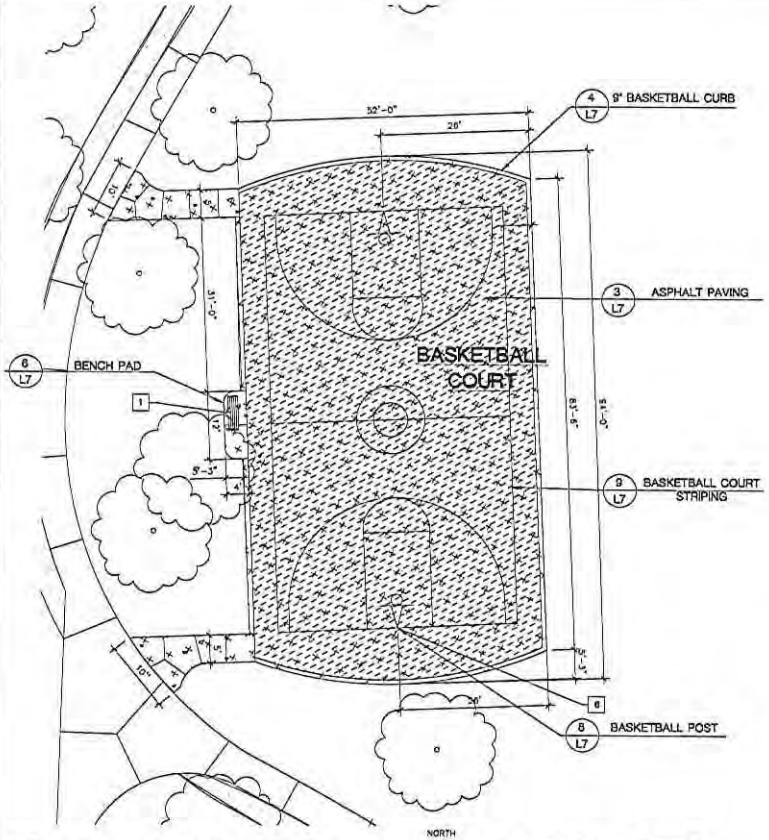
MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19135500)

MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID LAYOUT / GRADING PLAN

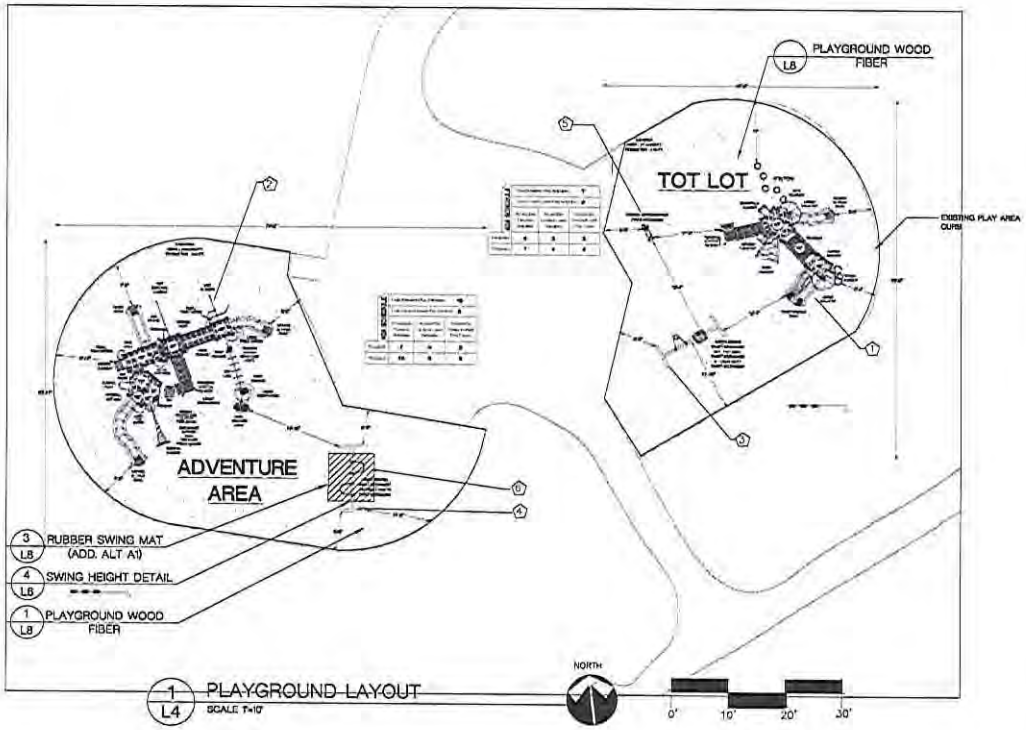
LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT. 2015
SCALE: AS SHOWN
P. N.: L19135500
REVISIONS:

LICENSED LANDSCAPE ARCHITECT — DAVID BOBZ DAY — STATE OF CALIFORNIA

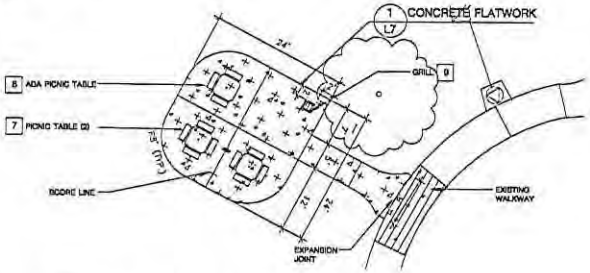
SHEET NO. L3 of 8



2 L4 BASKETBALL COURT LAYOUT
SCALE T=10'



1 L4 PLAYGROUND LAYOUT
SCALE T=10'



3 L4 PICNIC TABLE PAD LAYOUT
SCALE T=10'
(ADDITIVE ALTERNATE A2)

PLAY EQUIPMENT LIST

	QTY.	DESCRIPTION
		PLAY STRUCTURES (PURCHASED BY CITY)
1	1	2-5 PLAYWORLD SYSTEMS PLAY STRUCTURE COMPONENTS
2	1	5-12 PLAYWORLD SYSTEMS, PLAY STRUCTURE
		INDEPENDENT ITEMS (PURCHASED BY CITY)
3	1	5" O.D. 2-UNIT ALUMINUM SWING 8 FT. TOP RAIL WITH 2-BELT SEATS W SILVER SHIELD CHAINS.
4	1	5" O.D. 2-UNIT ALUMINUM SWING 8 FT. TOP RAIL WITH 1-ACCESSIBLE SWING SEAT AND 1 INFANT SEAT BELT SEATS WITH W SILVER SILVER SHIELD CHAINS.
5	1	HORSE SPRING RIDER
		THE FOLLOWING ITEM IS TO BE PURCHASE BY CONTRACTOR
6	1	7'X7'X1½" RUBBER MAT TO INSTALL UNDER BELT SWINGS, BY ZEAGER PLAYGROUND SURFACING, ZEAGER.COM OR (800) 346-8524 (REF. DETAIL 2/L2-1) QTY: 1

PLAY EQUIPMENT NOTES

1. CONTRACTOR SHALL HAVE PLAYGROUND EQUIPMENT ASSEMBLED AND INSTALLED BY A CERTIFIED PLAY EQUIPMENT INSTALLER. SEE SPECIFICATIONS FOR PLAY EQUIPMENT INSTALLATION CERTIFICATION REQUIREMENTS.
2. ALL DIMENSIONS ARE TO EDGE OF CONCRETE FLATWORK, FACE OF CURB OR NEAREST FACE OF FOOT.
3. ALL DECK HEIGHTS ARE MEASURED FROM TOP OF PLAYGROUND WOOD FIBER FINISHED GRADE, AND ARE IDENTIFIED BY THE TEXT SHOWING THE DECK HEIGHT. I.E. 48 REPRESENTS A 48 INCH DECK HEIGHT.
4. THE PARTS LISTED IN THE PLAY EQUIPMENT LIST ARE ONLY A PARTIAL LIST OF PARTS NECESSARY TO CONSTRUCT THE PLAY EQUIPMENT. THE MANUFACTURER SHALL SUPPLY ALL PARTS, FITTINGS, COMPONENTS & HARDWARE AS REQUIRED TO COMPLETELY CONSTRUCT THE PLAY STRUCTURES & COMPLY W. SAFETY, LIABILITY, & WARRANTY REQUIREMENTS.
5. PLAY EQUIPMENT AND EQUIPMENT INSTALLATION SHALL BE INSPECTED BY A CERTIFIED PLAYGROUND INSPECTOR, AND THE REPORT SUBMITTED TO THE LANDSCAPE ARCHITECT. PLAY EQUIPMENT SHALL BE INSPECTED BY THE CITY PLAYGROUND INSPECTOR, DAVID ROBBINS @ 669-8445. CALL 48 HOURS PRIOR TO FOOTING LAYOUT AND AT FINAL CONSTRUCTION.
6. PLAYGROUND WOOD FIBER SHALL BE IN PLACE WITHIN 48 HOURS AFTER COMPLETION OF PLAYGROUND EQUIPMENT INSTALLATION. TOP OF WOOD FIBER TO BE LEVEL AND COMPACTED.

ADDITIVE ALTERNATES:
A1 - SOCCER GOALS, VOLLEYBALL POSTS AND NETS, RUBBER SWING MAT, CONCRETE PARK SIGN AND PARK RULE SIGNS
A2 - PICNIC IMPROVEMENTS (TABLES, GRILL AND PAD)
A3 - DECOMPOSED GRANITE TOPDRESSING

SEE SHEET L3 FOR LAYOUT NOTES, LEGEND, EQUIP. KEY NOTES AND KEY NOTES

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PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

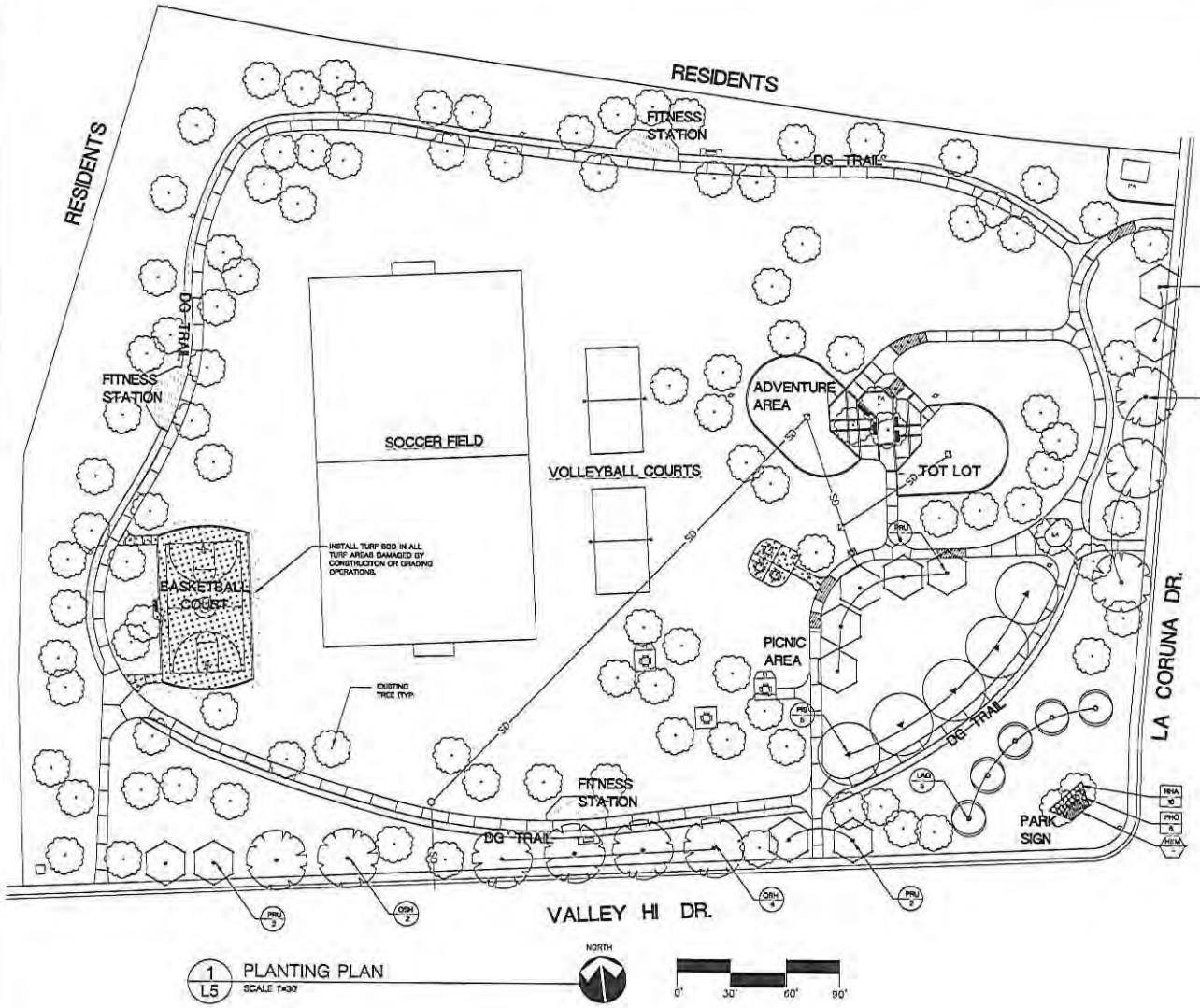
SACRAMENTO Parks and Recreation

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19155500)

MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID ENLARGEMENT PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT. 2015
SCALE: AS SHOWN
P. N. L19138500
REVISIONS:

SHEET NO. L4 of 8



1 / L5 PLANTING PLAN
SCALE 1"=30'

PLANTING NOTES

1. IRRIGATION SYSTEM SHALL BE OPERATIONAL AND COVERAGE APPROVED PRIOR TO INSTALLATION OF PLANT MATERIALS.
2. PROVIDE MINIMUM SLOPE OF 1% FOR DRAINAGE IN ALL PLANTED AREAS.
3. THE FINISHED GRADE FOR ALL PLANTERS SHALL BE 3" BELOW THE TOP-OF-CURB OR ADJACENT FLATWORK, AND 1/2" FOR TURF AREAS.
4. ALL PLANT MATERIAL SHALL MATCH SPECIFICATIONS PER SPECIES, AND SHALL COMPLY WITH ANSI Z60.1 "STANDARD FOR NURSERY STOCK".
5. IMMEDIATELY UPON AWARD, CONTRACTOR SHALL SECURE PLANT MATERIALS AS SPECIFIED. CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTIONS FOR PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
6. TREE LOCATIONS SHALL BE FIELD STAKED AND LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. TREE LOCATION MAY BE ADJUSTED IN THE FIELD TO SUIT SITE REQUIREMENTS AS DIRECTED BY THE LANDSCAPE ARCHITECT.
7. ALL TREES SHALL BE PLANTED 10 FEET AWAY FROM NEW OR EXISTING WATER MAINS OR UTILITY LINES SHOWN SHOWN ON THE PLANS.
8. REFER TO PLANTING DETAILS, PROJECT SPECIFICATIONS, AND CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR MATERIALS AND INSTALLATION PROCEDURES.
9. PLANT QUANTITIES SHOWN ARE FOR BIDDING REFERENCE ONLY. CONTRACTOR SHALL SUPPLY ALL PLANTS REQUIRED TO FULFILL DESIGN INTENT AS SHOWN ON PLANS.
10. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM TIME OF DELIVERY TO TIME OF FINAL ACCEPTANCE. OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT OR SEVERE WEATHER.
11. CONTRACTOR SHALL PLACE PLANT MATERIALS SO THEY DO NOT INTERFERE WITH IRRIGATION SYSTEM OR INTENT REQUIRED COVERAGE. PLANT LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN INTENT IS NOT COMPROMISED. CONTRACTOR SHALL SET OUT PLANT MATERIAL AS PER PLAN AND RECEIVE ACCEPTANCE FROM PARK CONSTRUCTION INSPECTOR WITH RESPECT TO PLANT HEALTH AND LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE MINIMUM 2 WORKING DAYS NOTICE FOR OBSERVATION AND SHALL HAVE ALL PLANT MATERIAL IN SPECIFIED LOCATIONS FOR REVIEW AT ONE TIME. CONTRACTOR SHALL REPLACE ANY MATERIAL AS REQUESTED BY OWNER'S REPRESENTATIVE.
12. ALL NEW PLANTING AREAS SHALL RECEIVE A 3" LAYER OF BARK MULCH OVER LANDSCAPE WEED FABRIC REFER TO SPECIFICATIONS.
13. WHEN WORK HAS TO OCCUR UNDER THE DRIPLINE OF EXISTING TREES NOT SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO THE TREES AND TREE ROOTS. GRADE IN LINES RADIAL TO THE EXISTING TREES RATHER THAN TANGENTIAL. ALL PARTIAL CUTS OR TEARS THROUGH ROOTS TWO INCHES IN DIAMETER AND LARGER SHALL BE CUT CLEAN. TRENCHES ADJACENT TO TREES SHALL BE FILLED WITHIN 24 HOURS AFTER EXCAVATION, BUT WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE, AND ANY EXPOSED ROOTS SHALL BE KEPT SHADED AND MOIST WITH DAMPENED BURLAP OR CANVAS.
14. ALL PLANTING/TREE PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS WHEN FULLY FLOODED WITH WATER SHALL DRAIN WITHIN 6 HOURS OF FILLING. CONTRACTORS SHALL AUGER 12" DIAMETER BY 6' DEEP HOLE IN PLANT/TREE PIT AND FILL WITH DRAIN ROCK IN EVENT PITS DO NOT DRAIN WITHIN 6 HOURS.

PLANTING LEGEND

SYMBOL	KEY	BOTANICAL / COMMON NAME / N = CA NATIVE PLANT	WATER	SIZE	REMARKS
		TREES			
	LAU	LAGERSTOEMIA INDICA TWILIGHT / TWILIGHT CRAPE MYRTLE	L	24" BOX	STANDARD
	PIS	PISTACHIA CHINENSIS / CHINESE PISTACHE	L	15 GAL	
	PRU	PRUNUS C. 'KRAUTER VESUVIUS' / PURPLE LEAF PLUM	L	24" BOX	
	QSH	QUERCUS SHUMARDII / SHUMARD OAK	L	15 GAL	
		SHRUBS			
	PHO	PHORMIUM T. 'CREAM DELIGHT' / CREAM DELIGHT NEW ZEALAND FLAX	L	5 GAL	3' O.C.
	RHA	RHAPHIOLEPIS I. 'BALLERINA' / BALLERINA INDIAN HAWTHORNE	L	5 GAL	3' O.C.
	HEM	PERENNIALS / HEMEROCALLIS 'STELLA D'ORO' / STELLA D'ORO DAYLILY	M	1 GAL	2' O.C.
	TF	GROUNDCOVER / TRACHELOSPERMUM JASMINOIDES / STAR JASMINE	M	1 GAL	3' O.C.
	TURF	TURF / SOD TO BE SOWED WITH THE FOLLOWING MIX: 20% KENTUCKY BLUEGRASS, 80% TURF TYPE TALL FESCUE BLEND.			
	BARK	4" THICK SHREDDED BARK MULCH, OVER LANDSCAPE WEED FABRIC IN ALL NEWLY PLANTED AREAS (SEE PLANTING NOTE 12 AND SPECS)			
	PHO 10	PLANT KEY / PLANT QUANTITY			

Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 5TH FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

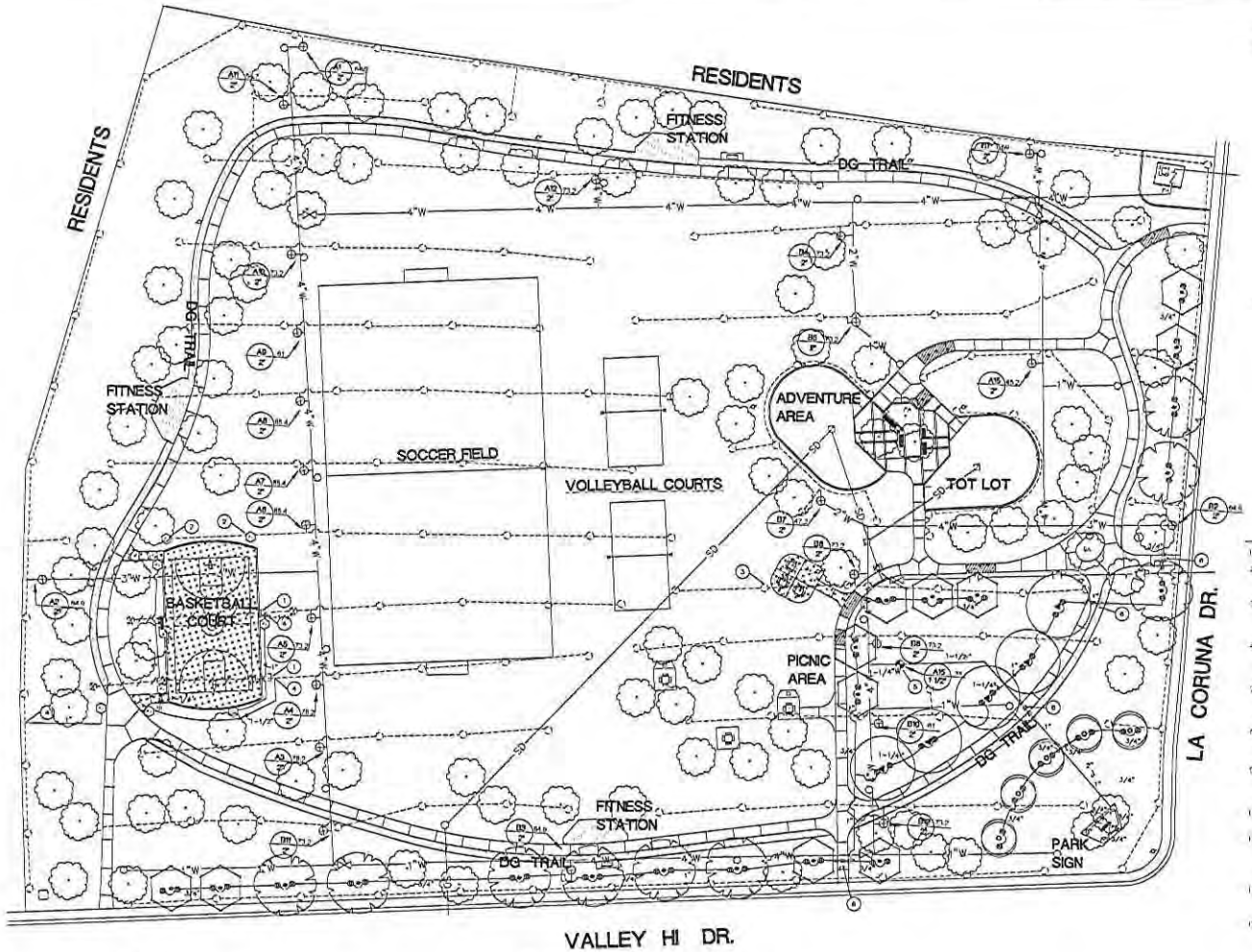
MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID
PLANTING PLAN

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19135500)

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT 2015
SCALE: AS SHOWN
P. N.: L19135500
REVISIONS:

LICENSED LANDSCAPE ARCHITECT — STATE OF CALIFORNIA

SHEET NO. L5 of 8



1 / L6 IRRIGATION PLAN
SCALE 1"=30'

IRRIGATION LEGEND

NEW	EXISTING	EQUIPMENT DESCRIPTION
		HUNTER HSV, BRASS AUTOMATIC ELECTRIC REMOTE CONTROL VALVE. SIZE PER PLAN
		1" QUICK COUPLER VALVE
		GATE VALVE, SAME SIZE AS PIPE DIAMETER
		EXISTING A CONTROLLER (#8 STATION) AND CONTROLLER B (#2 STATION)
4"W		IRRIGATION MAINLINE. MAINLINE SHALL BE SCHEDULE 40 UP TO 2-1/2" DIA AND CLASS 315 OVER 2-1/2".
		IRRIGATION LATERAL LINE: PVC CLASS 200 PIPE SIZES ARE LABELED AT TRANSITIONS
		SCH 40 PVC SLEEVE AT 2 X MIN. LINE SIZE. UNDER ALL PAVING, TYP. BORE SLEEVE UNDER EXISTING CONCRETE, WHERE POSSIBLE.
1"P		POTABLE WATER LINE
B12 / 2 / 22		Valve Callout: Valve Number; Valve GPM; Valve Size
1		KEY CALL OUT.

IRRIGATION LEGEND

SYMBOL	MANUFACTURER / MODEL / DESCRIPTION	PSI	GPM	DESIGN RADIUS
	** FULL (ALL ROTORS WHO LABELS ARE ADJUSTABLE) 50' POPUP FOR ALL TURF AREAS, 12" POPUP FOR ALL PLANTER AREAS)			
	HUNTER, I-40-LX-55-H5-4-, ROTOR, ADJUSTABLE, WITH CHECK VALVE, STAINLESS STEEL RISER.	60	15.1	45'
	HUNTER, HSP-XX-CV-10, SPRAY HEAD WITH CHECK VALVE.	30	0.84 0.49	10'
	HUNTER, ICZ-101-18-50-CV, ICZ01 ZONE WATERING SYSTEM WITH CHECK VALVE. (2 PER TREE)	30	0.50	—

IRRIGATION NOTES

1. SEE SPECIAL PROVISIONS AND DETAILS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. PLANS ARE DIAGRAMMATIC. ALL DIMENSIONS, QUANTITIES AND MATERIALS SHALL BE VERIFIED BY IRRIGATION CONTRACTOR. CONTRACTOR SHALL INSTALL ADDITIONAL HEADS, AS NEEDED, TO PROVIDE ADEQUATE COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
3. ALL LOCAL CODES AND ORDINANCES SHALL BE COMPLIED WITH. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DATED JUNE 2007, + WITH THE PROJECT SPECIFICATIONS.
4. SLEEVES:
   A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING OR GRAVEL ROADS SHALL BE SLEEVED.
   B. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES.
7. ALL PIPING UNDER PAVING SHALL BE INSTALLED IN SEPARATE SCH. 40 SLEEVES @ 24" MIN. DEPTH BELOW GRADE AND HAVE SAND BACKFILL, 12" MIN. ABOVE AND BELOW PIPE. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCH 40. ELECTRICAL CONDUIT SHALL EXTEND 12" BEYOND EDGE OF PAVEMENT OR CURB. ALL SLEEVES + CONDUIT SHALL BE INSTALLED PRIOR TO THE PAVEMENT INSTALLATION.
8. THE IRRIGATION CONTRACTOR SHALL LAYOUT ALL WORK PRIOR TO TRENCHING OPERATIONS TO DETERMINE IF MINOR MODIFICATIONS WILL BE REQUIRED. PLANTING CONTRACTOR SHALL STAKE TREE LOCATIONS PRIOR TO IRRIGATION LATERAL INSTALLATION.
9. MAINLINE SHALL BE PVC CLASS 315 SOLVENT GLUED FOR 2-1/2" + GREATER AND PVC SCHEDULE 40 FOR LESS THAN 2-1/2" WITH SOLVENT WELD SCHEDULE 80 NIPPLES AND FITTINGS. COVER FOR MAINLINE SHALL BE 24" SOLVENT WELD MAINLINE FITTING WITHIN SLEEVES. THRUST BLOCKS SHALL BE PROVIDED AT ALL CHANGES IN PIPE DIRECTION.
10. LATERAL LINES SHALL BE PVC CLASS 200 PIPE WITH SCHEDULE 80 NIPPLES AND SCHEDULE 80 SOLVENT-WELD FITTINGS. MINIMUM COVER 18".
11. CONTROL WIRES SHALL BE COLOR CODED AS FOLLOWS:
   - FULL CIRCLE ROTORS: BLUE
   - ADJUSTED ROTORS: RED
   - SPRAYHEADS: GREEN
   - TREE BUBBLERS: BROWN
12. CONTRACTOR SHALL ADJUST THE PLACEMENT AND RADIUS OF SPRINKLERS AS PER FIELD CONDITIONS TO ACHIEVE FULL COVERAGE OF ALL PLANTED AREAS, AND TO MINIMIZE OVER SPRAY ONTO ADJACENT PAVING AREAS, FENCES AND PROPERTY LINES.
13. IRRIGATION COVERAGE TEST SHALL BE DONE WITH THE CONSTRUCTION INSPECTOR AND THE CITY IRRIGATION MANAGER. THE COVERAGE TEST SHALL BE DONE AFTER ALL THE IRRIGATION HEADS AND VALVES ARE INSTALLED AND PRIOR TO INSTALLATION OF PLANTS AND PARK MULCH.

IRRIGATION KEY NOTES

1. CUT AND CAP EXISTING IRRIGATION LATERAL LINE AND REMOVE EXISTING SPRINKLER HEADS AND LATERAL LINE PIPE THAT INTERFERES WITH THE NEW WORK.
2. REMOVE AND REPLACE EXISTING FULL CIRCLE ROTOR WITH A NEW ADJUSTABLE PART CIRCLE ROTOR.
3. ADJUST EXISTING SPRINKLER HEADS AS REQUIRED TO MINIMIZE OVER SPRAY ONTO NEW BASKETBALL COURT, PAVING, AND PICNIC TABLE PAD.
4. CONNECT NEW IRRIGATION LATERAL LINE TO THE EXISTING LATERAL LINE.
5. EXISTING IRRIGATION VALVE TO BE REMOVED AND REPLACED WITH NEW 2" IRRIGATION VALVE FOR NEW TREE BUBBLERS, AN SPRAY HEADS.
6. BORE UNDER EXISTING CONCRETE PLATWORK, AND INSTALL NEW IRRIGATION LATERAL LINE IN A SLEEVE.

811 Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

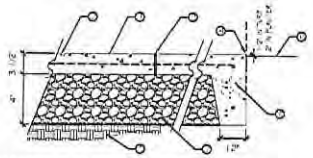
MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID
IRRIGATION PLAN

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19155500)

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT. 2015
SCALE: AS SHOWN
P. N.: L19155500
REVISIONS:

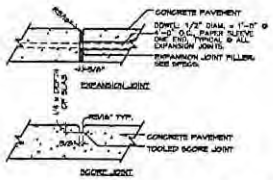
LICENSED LANDSCAPE ARCHITECT — JAMES SCOTT DAY — STATE OF CALIFORNIA

SHEET NO. L6 of 8

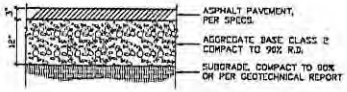


1. CONCRETE PAVEMENT WITH #3 REBAR, 18" O.C. EACH WAY. LOCATED AT MID DEPTH OF CONCRETE. MEDIUM BROOM FINISH PERPENDICULAR TO WALKWAY EDGE.
2. SCORE JOINT
3. EXPANSION JOINT
4. TOOLED EDGE, TYP.
5. SUBGRADE COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
6. FINISH GRADE
7. AGGREGATE BASE, COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
8. THICKEN EXTERIOR EDGES ON ALL CONCRETE WIDER 6' AND WIDER.

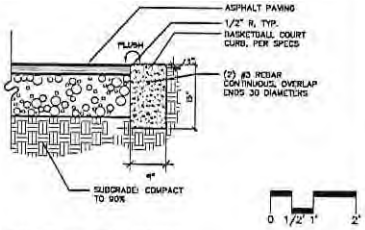
1 / L7 CONCRETE FLATWORK
NOT TO SCALE



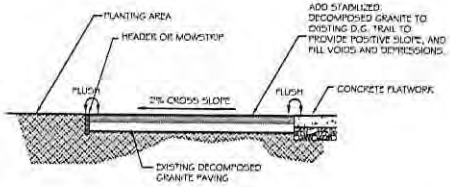
2 / L7 CONCRETE JOINTS
NOT TO SCALE



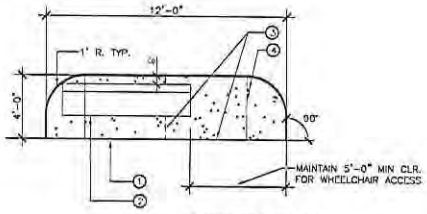
3 / L7 ASPHALT PAVING
NOT TO SCALE



4 / L7 9" BASKETBALL CURB
NOT TO SCALE

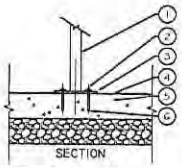


5 / L7 DECOMPOSED GRANITE PAVING
NOT TO SCALE



1. CONCRETE PAVING, TYP.
2. 6' BENCH WITH BACK.
3. EXPANSION JOINT, TYP.
4. SCORE JOINT, TYP.

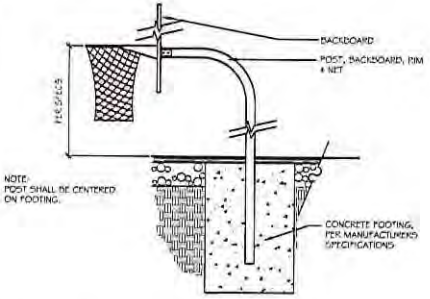
6 / L7 BENCH PAD DETAIL
NOT TO SCALE



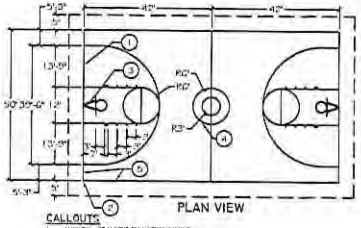
SURFACE MOUNT

CALLOUTS
1. SITE FURNISHING POST CLEAN AND FREE OF CONCRETE SPLATTER. INSTALL PER MANUFACTURES SPECIFICATIONS.
2. TACK WELD AND SECURE NUT PER SPECIFICATIONS.
3. BASE PLATE PER MANUFACTURES SPECIFICATIONS.
4. FINISH GRADE
5. CONCRETE PAVING
6. CONCRETE ANCHOR BOLT

7 / L7 SURFACE MOUNT DETAIL
NOT TO SCALE

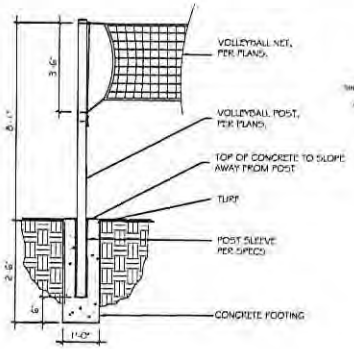


8 / L7 BASKETBALL POST/NET DETAIL
NOT TO SCALE

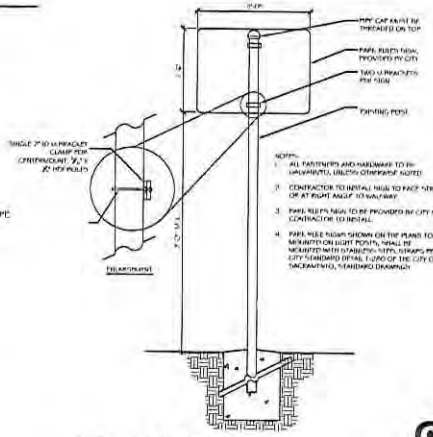


CALLOUTS
1. WHITE, 2" WIDE PAINTED LINES
2. EDGE OF PAVEMENT + MINIMUM CLEARANCE.
3. BASKETBALL STANDARD.
4. MEASUREMENT TO OUTSIDE OF LINES
5. MEASUREMENT TO INSIDE OF LINES

9 / L7 BASKETBALL COURT STRIPING PLAN
NOT TO SCALE



10 / L7 VOLLEYBALL POST/NET DETAIL
NOT TO SCALE



11 / L7 RULE SIGN DETAIL
NOT TO SCALE

811 Know what's below. Call before you dig.

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PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

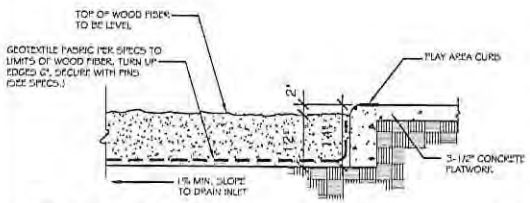
SACRAMENTO Parks and Recreation

MESA GRANDE PARK & PLAYGROUND RENOVATIONS-REBID
CONSTRUCTION DETAILS

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19135500)

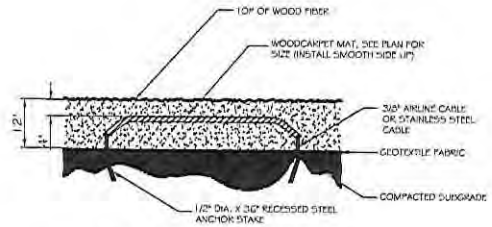
LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: SEPT. 2015
SCALE: AS SHOWN
P. N.:
REVISIONS:

SHEET NO. L7 of 8

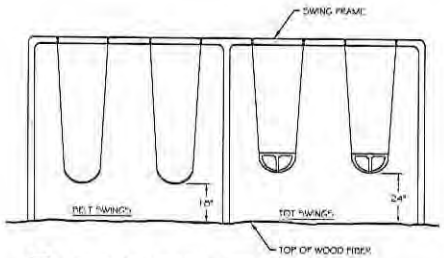


1 L8 WOOD FIBER DETAIL
NOT TO SCALE

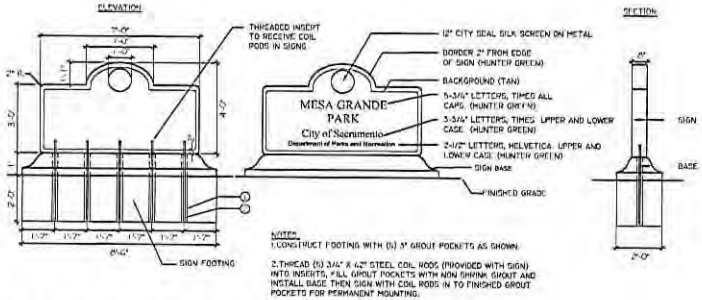
2 L8 NOT USED
NOT TO SCALE



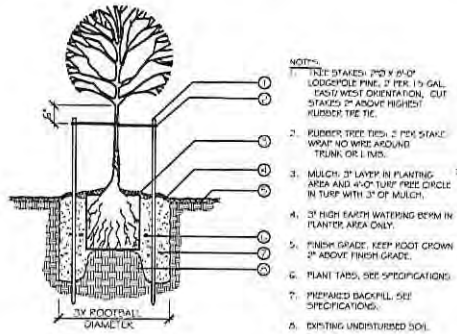
3 L8 RUBBER SWING MAT
NOT TO SCALE



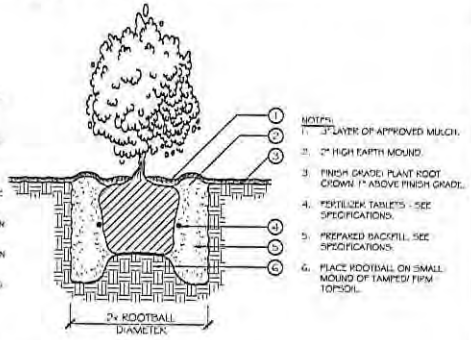
4 L8 SWING HEIGHT DETAIL
NOT TO SCALE



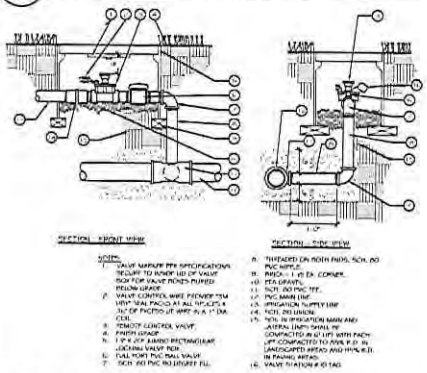
5 L8 PARK NAME SIGN WITH FOOTING
NOT TO SCALE



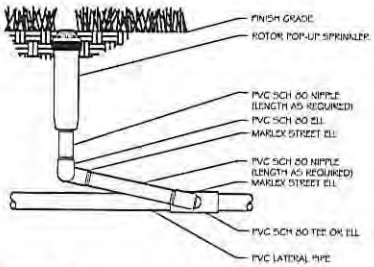
6 L8 TREE PLANTING
NOT TO SCALE



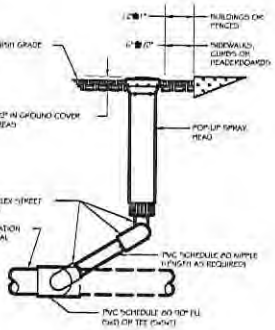
7 L8 SHRUB PLANTING
NOT TO SCALE



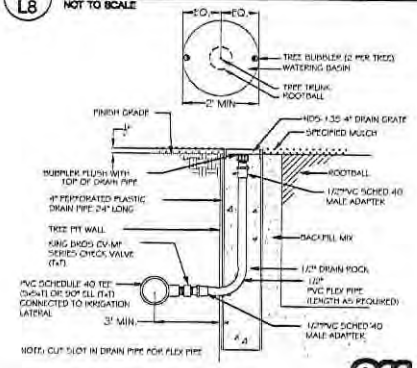
8 L8 REMOTE CONTROL VALVE
NOT TO SCALE



9 L8 ROTOR
NOT TO SCALE



10 L8 SPRAY HEAD
NOT TO SCALE



11 L8 TREE BUBBLER
NOT TO SCALE

811 Know what's below. Call before you dig.

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

City of SACRAMENTO Parks and Recreation

MESA GRANDE PARK AND PLAYGROUND RENOVATIONS (L19155500)

MESA GRANDE PARK &
PLAYGROUND RENOVATIONS-REBID
CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE SEPT. 2015
SCALE AS SHOWN
P. N. L19155500
REVISIONS

LICENSED LANDSCAPE ARCHITECT
DAVID SCOTT DAY
STATE OF CALIFORNIA

SHEET NO.
L8 of 8

07

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00992

Title: Agreement with the California Department of Education for START After School Education and Safety Program at Robla Elementary School District

Location: Multiple locations within and outside the City limits

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute an agreement with the State of California, Department of Education (CDE) to accept grant funding for the Sacramento START (Students Today Achieving Results for Tomorrow) After School Education and Safety Program at five elementary schools in the Robla Elementary School District in an amount not to exceed $560,250 during Fiscal Year (FY) 2015/16, and 2) authorizing the City Manager or his designee to adjust the operating revenue and expenditure budgets as necessary to implement the agreement.

Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis, Administrative Officer, (916) 808-8824, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Children's Services

Dept ID: 19001611

Attachments:

1-Description/Analysis

2-Resolution

3-START ASES Agreement

City Attorney Review

Approved as to Form
Sheryl Patterson
11/9/2015 8:51:25 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 11/2/2015 3:05:10 PM

Description/Analysis

Issue Detail: The Department of Parks and Recreation has provided – after school services for the Robla Elementary School District since 2006. With the beginning of the Fiscal Year 2015/16 school year, the California Department of Education (CDE) approved grant funding for the After School Education and Safety (ASES) program for the Robla Elementary School District through June 30, 2016 in the amount of $560,250. The services will be provided at five elementary schools in the District: Bell Avenue, Glenwood, Main Avenue, Robla, and Taylor Street schools. The program provides disadvantaged students, particularly those who attend schools in need of academic improvement, with academic enrichment opportunities and supportive services to help the students meet state and local standards in core content areas.

The City of Sacramento will be the fiscal agent for this grant, meaning that the City is responsible for meeting all grant requirements, operating the program in compliance with the law, submitting all reports, conducting an annual outcome-based evaluation, and conducting an annual audit.
Policy Considerations: Continued participation in out-of-school programming is consistent with the City's strategic plan to enhance livability.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Executing the agreement with CDE will continue important education and safety services for Robla District elementary school children.

Financial Considerations: For Fiscal Year 2015/16, CDE awarded the City $560,250 in grant funds to operate the START program at five Robla District elementary schools.No additional General Fund appropriation is required.

Local Business Enterprise (LBE): Purchase of supplies and equipment will be made in accordance with the City's Local Business Enterprise program requirements.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

November 17, 2015

APPROVING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR START AFTER SCHOOL EDUCATION AND SAFETY PROGRAM AT ROBLA ELEMENTARY SCHOOL DISTRICT

BACKGROUND

A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after school program at the Robla Elementary School District since 2006.

B. The California Department of Education (CDE) approved grant funding for Fiscal Year 2015/16 to the City to fund the START program through June 30, 2016 for five elementary school sites in the Robla Elementary School District for an amount up to $560,250. No additional General Fund appropriation for START is required.

C. An agreement with CDE for funding for Fiscal Year 2015/16 for the Robla District START program is required. The existing agreement with the Robla Elementary School District allows for continued START services subject to receipt of state funding.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute an agreement with CDE to accept grant funding for the Sacramento START After School Education and Safety program at five schools in the Robla Elementary School District in an amount not to exceed $560,250 during Fiscal Year 2015/16.

Section 2. The City Manager or his designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the agreement.

Section 3. The agreement is attached as Exhibit A and is made a part of this Resolution.

Table of Contents:

Exhibit A - Agreement with CDE for the START After School Education and Safety Program at Robla Elementary School District

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Jim Combs, Director, Parks and Recreation Department City of Sacramento 915 I Street, 3rd Floor Sacramento, CA 95814-2604	FY	PCA	Vendor Number	Suffix
	15	23939	2192	EZ
Attention After School Coordinator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office	Resource Code	Revenue Object Code		34
Telephone 916-808-8526	6010	8590		INDEX
Name of Grant Program After School Education and Safety Program				0150

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$560,250.00		$560,250.00		7/1/2015	6/30/2016

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the After School Education and Safety Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Veronica Maestas, Associate Governmental Program Analyst
After School Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

California Department of Education Contact Veronica Maestas	**Job Title** Associate Governmental Program Analyst
E-mail Address vmaestas@cde.ca.gov	**Telephone** 916-319-0540
Signature of the State Superintendent of Public Instruction or Designee ▸ Tom Torlakson	**Date** July 31, 2015

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	**Title**
E-mail Address	**Telephone**
Signature ▸	**Date**

08

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-01008

Title: Supplemental Agreement No. 3: Contract 2014-0545 for the North Natomas Community Center/Aquatic Complex Feasibility Study

Location: District 1

Recommendation: Pass a Resolution 1) authorizing the City Manager, or City Manager's designee, to enter into a Supplemental Agreement No. 3 for the North Natomas Community Center and Aquatic Complex Feasibility Study project with BCA Architects, Inc. (I19000900) in an amount not to exceed $21,130 for a total contract amount of $118,014; and 2) appropriating $21,130 from the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) to the North Natomas Community Center and Aquatic Complex Feasibility Study Project (I19000900).

Contact: Camille Wise, Resource Development Specialist, (916) 808-8830, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Fiscal And Management Services

Dept ID: 19001011

Attachments:

1-Description/Analysis
2-Background
3-Agreement
4-Supplement to Agreement
5-Resolution

City Attorney Review

Approved as to Form
Sheryl Patterson
11/2/2015 3:38:44 PM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 10/29/2015 10:37:44 AM

Description/Analysis

Issue Detail: On April 1, 2014, the City Council passed a resolution (No. 2014-0077) authorizing the City Manager to establish a Multi-Year Operation Project (MYOP) for the North Natomas Community Center/Aquatic Complex (NNCCAC) Feasibility Study Project (I19000900), and transfer appropriations of $100,000 to the project from the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) balance. BCA Architects, Inc. was selected through a request for proposal (RFP) process to conduct the feasibility study for a proposed community center and aquatics complex at North Natomas Regional Park. The original contract and scope of services in the amount of $79,634.50 included providing a market analysis, site analysis, program recommendations, preliminary cost estimates, operational cost estimates, and incorporating stakeholder input through meetings and presentations. The study provided a comparative analysis and operational feasibility study including projected costs and needed revenues, as well as identified opportunities for partnerships to help fund the project.

Estimated to be approximately a six-month process ending September 30, 2014, Supplemental Agreement No. 1 extended the completion date for services to December 31, 2014. As the project progressed, staff identified the need for and requested additional analyses from BCA Architects, Inc. to enhance the feasibility study and include an economic impact study. Supplemental Agreement No. 2 incorporated this change and increased contract amount to $96,884.50. The project is nearing completion, but as the scale of the proposed NNCCAC project has been paired down to be more manageable and affordable, updated analyses and exhibits are needed.

Staff recommends an appropriation of $21,130 from the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) balance for Supplemental Agreement No. 3 to the contract (2014-0545).

Policy Considerations: This action is consistent with Sacramento City Code Chapter 3.64 and complies with existing policies regarding professional service agreements and Administrative Policy AP-4102.

Economic Impacts: Not Applicable.

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a “project” as defined by the CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2) (Title 14 Cal. Code Reg. 15000 et seq.)].

Sustainability: None.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City selected BCA Architects, Inc. through a competitive RFP process based on qualifications and experience in conducting feasibility studies for community centers and aquatic complexes. Given that they have completed the majority of the work, and are poised to deliver the outstanding project components and analyses, it is recommended that the contract with BCA Architects, Inc. be supplemented to complete the study.

Financial Considerations: There are sufficient funds in the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) balance to transfer $21,130 to I19000900

Local Business Enterprise (LBE): BCA Architects Inc. has a Sacramento office and qualify as a LBE.

Attachment 1

Background

The North Natomas Regional Park is a 206.75-acre site located at 4989 Natomas Boulevard in the North Natomas Community Plan Area (PA10). The North Natomas Regional Park Master Plan was reviewed and supported by the Citizen's Advisory Committee for Parks and Recreation on March 1, 2001, and approved by City Council on March 20, 2001 by Resolution No. 2001-179. A Master Plan Update was completed in 2007 and can be found at the following website: www.cityofsacramento.org/parksandrecreation/parks/sites/pdf/n-natomas-reg-park-mp.pdf.

As part of the Park Development Process, there have been many community meetings to solicit ideas for additions and improvements to North Natomas Regional Park. A community center/aquatic complex is a desired improvement that first requires a feasibility study to assess the costs associated with constructing and operating a new community center/aquatic complex at the North Natomas Regional Park. The scope of services include providing a market analysis, site analysis, program recommendations, preliminary cost estimates, operational cost estimates, and incorporating stakeholder input through meetings and presentations. The study provided a comparative analysis and operational feasibility study, including projected costs and revenues, as well as identifying opportunities for partnerships to fund the complex. The facility on a conceptual level based on a comparative analysis could include:

- A small community center with open meeting space with an outdoor component leading out to the pool.
- Office/meeting space and possibly childcare area to be leased to a provider.
- A 50 meter x 25 yard competitive pool with either additional warm up lanes or a separate pool.
- A 25 meter x 25 yard competitive pool suitable for swimming and diving with an additional shallow multi-purpose recreational pool with slides and tubes for older children, and a small wading pool or complex misting/spray water play area for small children.
- Locker rooms, toilet and shower facilities, snack bar area, storage and pump room to support the aquatic component.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: NNRP Feasibility Study **Date: 09-24-15**
Purchase Order #: **Supplemental Agreement No.: 3**

The City of Sacramento ("City") and BCA Architects, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0545, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   BCA will provide additional services to include an economic impact study in accordance with the scope of work and billing rates set forth in Attachment 1.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $21,130 and the Agreement's maximum not-to-exceed amount is changed from $96,884.50 to $118,014.50.

3. Contractor agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved As To Form By:

City Attorney

Approved By:

Contractor: BCA Architects

Attested To By:

Approved By:

City of Sacramento

City Clerk

BCA

architecture
planning
interiors

September 24, 2015

VIA EMAIL
CWise@cityofsacramento.org

Ms. Camille Broussard Wise
Resource Development Specialist
City of Sacramento Department of Parks and Recreation
915 I Street, 3rd Floor
Sacramento, CA 95814

RE: North Natomas Aquatics and Community Center Feasibility Study
Additional Services Agreement No. 002
BCA Project # 14022 199.02

Dear Camille,

At the meeting with City staff and Mayor Pro Tem Ashby on August 26, 2015, there were a number of items which were cited by the Mayor Pro Tem as additions to the Feasibility Study for the purposes of City Council presentation. These items, while we agree are helpful to strengthen the completed Study, were not anticipated to be included in the final report. This includes the following:

- 3d modeling and presentation images of the "reduced cost" version of the site and building design (by BCA Architects)
- Updated operations and maintenance analysis for the "reduced cost" version of the design (by Shellito Consulting)
- Analysis of the PIF revenue stream for incorporation into the overall funding strategy (by New Economics)

Additionally, we understand that due to the politics of the drought in California, the desire is to wait to present the Study to the Council this fall/winter, possibly at midyear budget discussions in February or March of 2016. While the presentation to Council was included in the original scope of work, we would anticipate that re-engaging the Study at a later date will require up to (2) additional meetings with City staff and the Mayor Pro Tem ahead of time to prepare.

The original scope of work anticipated completion at the end of September 2014. As such, we would also like to increase the reimbursable expense budget to cover the expenses for the remaining work.

As such, we would ask that the City consider an additional service request of **$21,130** to the original agreement dated June 8, 2014 for the above stated additional scope, meetings and expenses.

Shellito:	$3,200
New Economics:	$3,000
Subtotal:	**$6,200**
BCA mark up on sub-consultants:	$930
BCA Architects:	$12,500
Reimbursable Expenses:	$1,500
Total:	**$21,130**

When approved, BCA's maximum not-to-exceed fee amount will increase by $21,130 from $96,884.50 to $118,014.50.

If this supplemental agreement is acceptable as presented, please let me know and BCA can sign and forward to your office for City approvals / signatures.

Sincerely,
BCA Architects

Brian P. Whitmore, AIA, LEED® AP
President

Enclosure: Draft Supplemental Agreement for BCA Architects dated 09/24/15

CC: James E. Moore IV, COO
Leslie Guenther, BCA Accounting
BCA Project File 14022 3.0 Contracts

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: NNRP Feasibility Study **Date: 09-24-15**
Purchase Order #: **Supplemental Agreement No.: 3**

The City of Sacramento ("City") and BCA Architects, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0545, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   BCA will provide additional services to include an economic impact study in accordance with the scope of work and billing rates set forth in Attachment 1.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $21,130 and the Agreement's maximum not-to-exceed amount is changed from $96,884.50 to $118,014.50.

3. Contractor agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved As To Form By:

City Attorney

Approved By:

Contractor: BCA Architects

Attested To By:

Approved By:

City of Sacramento

City Clerk

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 3 WITH BCA ARCHITECTS INC. FOR THE NORTH NATOMAS COMMUNITYCENTER/AQUATIC COMPLEX FEASIBILITY STUDY

BACKGROUND

A. The North Natomas Regional Park is a 206.75-acre site located at 4989 Natomas Boulevard in the North Natomas Community Plan Area (PA10).

B. As part of the Park Development Process, there have been many community meetings to solicit ideas for additions and improvements to North Natomas Regional Park. An aquatic complex and community center is a proposed improvement that first requires a feasibility study to assess the cost versus benefits of planning, financing, constructing and operating a new community center and aquatic facility at North Natomas Regional Park.

C. The City awarded the contract for the feasibility study to BCA Architects Inc. (City Contract N0. 2014-0545). The scope of services included providing a market analysis, site analysis, program recommendations, preliminary cost estimates, operational cost estimates, and incorporating stakeholder input through meetings and presentations. The study provided a comparative analysis and operational feasibility study including projected and costs and revenues, and identified opportunities for partnerships. Additional deliverables are required to complete the study.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. Supplemental Agreement No. 3 to Contract No. 2014-0545 for the North Natomas Community center/Aquatic Complex Feasibility Study with BCA Architects Inc. in the amount of $21,130 is hereby approved.

2. The amount of $21,130 is appropriated from the North Natomas Finance Plan Public Facilities Fee Fund (Fund 3206) to the North Natomas Community and Aquatic Complex Feasibility Study Project (I19000900).

09

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00930

Title: Cooperative Purchase Agreements: Replacement Vehicles and Equipment (Published for Review 11/05/2015)

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of cooperative purchase agreements from the State of California and the National Joint Powers Alliance with various vendors for the purchase of sedans, vans, sport utility vehicles, trucks, and trailers in a total amount not to exceed $3,966,187 (as shown in Attachment 1) during the terms of each respective contract or until the contracts are no longer available for use; 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Attachment 1

3-Agreements

City Attorney Review

Approved as to Form
Sari Myers Dierking
11/3/2015 12:15:51 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/15/2015 5:57:32 PM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has an ongoing requirement to purchase replacement vehicles and equipment to support mission critical operations performed by City departments. Time is of the essence when replacing vehicles and equipment to prevent interruptions in service and higher repair and maintenance costs associated with keeping assets beyond their scheduled replacement. To expedite this process, this report recommends using the cooperative purchase agreements identified in Attachment 1 to purchase the needed sedans, vans, sport utility vehicles, trucks, and trailers.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 and Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than $1 million.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: Each of the recommended cooperative purchase agreements has been competitively bid, meets the needs of the City's fleet, offers better pricing than the City would receive through its own bid process due to a higher purchase volume, and eliminates the lengthy process of bidding and executing individual City contracts. The quantities listed in Attachment 1 are estimates based on the historical and anticipated needs of City departments. Actual purchases may vary based on department needs at the time of the purchase. The sum of all purchases under the 24 agreements (listed in Attachment 1) shall not exceed $3,966,187.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: Purchases under the recommended cooperative purchase agreements will be made from the DPW operating budget (Fleet Fund, Fund 6501) and charged to the customer department's multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient

funding is available in the DPW FY2015/16 operating budget and customer department MYOPs to support the recommended purchases.

In determining the recommended spending authorization in the not-to-exceed amount of $3,966,187, Fleet Management compared the replacement vehicles and equipment to be purchased against available cooperative purchase agreements. The information provided in Attachment 1 is the best estimate at this time of the replacement vehicles and equipment that can be purchased from these agreements. This recommended spending authorization includes a five percent increase of $188,866 in the total amount for contingency purposes, and flexibility in terms of vehicle manufacturer and vendor selection. This will allow Fleet Management to respond quickly to the changing operational needs of City departments, and indeterminate events such as vehicle accidents, or increased quantities as a result of grant funding or increased service demands. Customer departments are required to obtain Finance Department approval, and provide funding for, purchases above and beyond what is included in the planned replacement schedule.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs. Downtown Ford Sales and Elk Grove Auto Group are LBE vendors and are listed as approved vendors under the recommended cooperative purchase agreements.

Attachment 1

Cooperative Purchase Agreements for Replacement Vehicles and Equipment

Vehicle / Equipment Type	Quantity	Amount	Cooperative Agency	Contract No.	Expiration Date	Vendor
Sedans	35	$940,826	State of CA	1-14-23-10 A	2/2/16	Downtown Ford
				1-14-23-10 B		Elk Grove Auto Group
				1-14-23-10 C		Hanford Toyota
				1-14-23-10 D		Winner Chevrolet
				1-14-23-10 E		Wondries Fleet Group
				1-14-23-10 F		Livermore Ford
				1-14-23-10 G		Hanford Hyundai
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Vans & SUV's	17	$660,645	State of CA	1-14-23-23 A	2/2/16	Downtown Ford
				1-14-23-23 B		Elk Grove Auto Group
				1-14-23-23 C		Hanford Toyota
				1-14-23-23 D		Winner Chevrolet
				1-14-23-23 E		Wondries Fleet Group
				1-14-23-23 F		Livermore Ford
				1-14-23-23 G		Swift Superstore
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Trucks	46	$2,157,377	State of CA	1-14-23-20 A	2/2/16	Downtown Ford
				1-14-23-20 B		Elk Grove Auto Group
				1-14-23-20 C		Hanford Toyota
				1-14-23-20 D		Winner Chevrolet
				1-14-23-20 E		Wondries Fleet Group
				1-14-23-20 F		Riverview International
				1-14-23-20 G		Swift Superstore
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Trailers	8	$207,339	NJPA	031014-FTS	4/10/18	Felling Trailers
			NJPA	052015-TKI	7/21/19	Trail King
TOTAL	**106**	**$3,966,187**				

Notes:

1. Cooperative purchase agreement agencies include the State of California and National Joint Power Alliance (NJPA).
2. The quantities listed above are estimates. Actual purchases may vary based on City department needs at the time of the purchase. The sum of all purchases under the 24 agreements listed above shall not exceed $3,966,187.

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-10 A through G, Supplement 5
DESCRIPTION:	Fleet Vehicles – Cars
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-10A) Elk Grove Auto Group (1-14-23-10B) Hanford Toyota (1-14-23-10C) Winner Chevrolet (1-14-23-10D) Wondries Fleet Group (1-14-23-10E) Livermore Ford (1-14-23-10F) Hanford Hyundai (1-14-23-10G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

Date: 9/14/2015

Christina Nunez, Contract Administrator

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5

Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
5	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	9/14/2015
4	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Article 19 – California Sellers Permit** has been updated to reflect a change to Wondries Fleet Group's Seller Permit number for Nissan. • **Attachment A – Contract Pricing** has been updated as follows: - Line item # 1/19 - Honda Civic price increase in Rank 1. - Line item # 3/21 – Hyundai Accent price decrease in Rank 3. - Line item # 4/22 – Toyota Prius C price increase in Rank 1. - Line item # 9/27 – Hyudai Elantra price decrease in Rank 2. - Line item # 12/30 – Nissan Leaf price increase in Rank 1. - Line item # 13/31 – Dodge Charger price increase in Rank 3. - Line item # 16/34 – Honda Fit price increase in Rank 1. - Line item # 20 – Chevrolet Cruze price increase in Rank 1	6/4/2015
3	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 21 – Ford Focus price Increase from $14,708 to $15,108 in Rank 1 Line item # 10/28 – Toyota Camry price increase from $23,922 to $24,672 in Rank 2	12/15/2014
2	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 10/28 – Delete Chevrolet Malibu Eco from Rank 4 Line item # 14/32 – Delete Chevrolet Impala Eco from Rank 2	8/26/2014

1	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-10 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-10A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-10B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-10C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-10D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-10E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Livermore Ford 1-14-23-10F**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (530) 884-4141
E-Mail: dwanefleet@hotmail.com

Contractor **Hanford Hyundai 1-14-23-10G**
Contact Name: Pat Ireland
Address: 1900 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-10A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-10E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com	1-14-23-10F
Hanford Hyundai 1900 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a $500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle

has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.
Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Honda 17691534 Nissan ***101540822*** Toyota 17107585
Livermore Ford	100598451
Hanford Hyundai	101696039

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/6/2012
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for "4x4 Off-Road" require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Honda**	**Civic CNG**	***$26,933.00***	$499.00	Wondries Fleet Group	1-14-23-10E
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Cruze**	**$23,662.00**	$499.00	Winner Chevrolet	1-14-23-10D
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Focus**	**$14,444.00**	$498.00	Downtown Ford Sales	1-14-23-10A
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Prius C**	***$21,432.00***	$499.00	Wondries Fleet Group	1-14-23-10E
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Prius C**	**$20,009.00**	$1,275.00	Hanford Toyota	1-14-23-10C
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Volt**	**$32,890.00**	$499.00	Winner Chevrolet	1-14-23-10D
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Focus Electri**	**$31,678.00**	$498.00	Downtown Ford Sales	1-14-23-10A
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Dart**	**$17,729.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Cruze**	**$15,370.00**	$499.00	Winner Chevrolet	1-14-23-10D

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Fusion**	**$23,935.00**	$498.00	Downtown Ford Sales	1-14-23-10A
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Pruis**	**$26,607.00**	$1,295.00	Hanford Toyota	1-14-23-10C
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Nissan**	**Leaf**	***$29,593.00***	$499.00	Wondries Fleet Group	1-14-23-10E
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Impala Ltd**	**$18,210.00**	$499.00	Winner Chevrolet	1-14-23-10D
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX**	**$22,685.00**	$498.00	Downtown Ford Sales	1-14-23-10A
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Honda**	**Fit**	***$18,910.00***	$499.00	Wondries Fleet Group	1-14-23-10E
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Subaru**	**Impreza**	**$20,280.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Toyota**	**Prius V**	**$25,447.00**	$1,295.00	Hanford Toyota	1-14-23-10C
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Honda**	**Civic CNG**	***$26,733.00***	$499.00	Wondries Fleet Group	1-14-23-10E
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Cruze**	***$24,420.00***	$499.00	Wondries Fleet Group	1-14-23-10E
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Focus**	**$15,108.00**	$499.00	Livermore Ford	1-14-23-10F

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius C**	***$21,232.00***	$499.00	Wondries Fleet Group	1-14-23-10E
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius C**	**$20,009.00**	$1,295.00	Hanford Toyota	1-14-23-10C
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Volt**	**$33,215.00**	$499.00	Winner Chevrolet	1-14-23-10D
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Focus Electri**	**$31,878.00**	$498.00	Downtown Ford Sales	1-14-23-10A
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Dart**	**$18,029.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Cruze**	**$15,720.00**	$499.00	Winner Chevrolet	1-14-23-10D
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Fusion**	**$24,236.00**	$499.00	Livermore Ford	1-14-23-10F
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius**	**$26,607.00**	$1,295.00	Hanford Toyota	1-14-23-10C
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Nissan**	**Leaf**	***$29,393.00***	$499.00	Wondries Fleet Group	1-14-23-10E
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Impala Ltd**	**$18,535.00**	$499.00	Winner Chevrolet	1-14-23-10D
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX**	**$22,873.00**	$499.00	Livermore Ford	1-14-23-10F
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Honda**	**Fit**	***$18,690.00***	$499.00	Wondries Fleet Group	1-14-23-10E
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Subaru**	**Impreza**	**$20,680.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Toyota**	**Prius V**	**$25,447.00**	$1,295.00	Hanford Toyota	1-14-23-10C

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Livermore Ford - (530) 867-1173
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 2
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Volkswagon**	**Passat**	**$28,455.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Sonic**	**$14,906.00**	$499.00	Winner Chevrolet	1-14-23-10D
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Honda**	**Insight**	**$20,700.00**	$499.00	Wondries Fleet Group	1-14-23-10E
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX SE**	**$23,658.00**	$499.00	Wondries Fleet Group	1-14-23-10E
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Elantra**	***$15,319.00***	***$495.00***	Hanford Hyundai	1-14-23-10G

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Camry**	**$24,672.00**	$1,295.00	Hanford Toyota	1-14-23-10C
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX**	**$29,345.00**	$498.00	Downtown Ford Sales	1-14-23-10A
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Tauras**	**$19,378.00**	$499.00	Wondries Fleet Group	1-14-23-10E
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**NONE**					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Nissan**	**Juke**	**$20,174.00**	$499.00	Wondries Fleet Group	1-14-23-10E
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Nissan**	**Juke**	**$21,569.00**	$499.00	Wondries Fleet Group	1-14-23-10E
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Volkswagon**	**Passat**	**$28,955.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Sonic**	**$15,206.00**	$499.00	Winner Chevrolet	1-14-23-10D

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Honda**	**Insight**	**$20,500.00**	$499.00	Wondries Fleet Group	1-14-23-10E
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX SE**	**$23,458.00**	$499.00	Wondries Fleet Group	1-14-23-10E
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Elantra**	***$15,319.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Camry**	**$24,672.00**	$1,295.00	Hanford Toyota	1-14-23-10C
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX**	**$29,545.00**	$498.00	Downtown Ford Sales	1-14-23-10A
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Tauras**	**$19,178.00**	$499.00	Wondries Fleet Group	1-14-23-10E
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**NONE**					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Nissan**	**Juke**	**$20,174.00**	$499.00	Wondries Fleet Group	1-14-23-10E
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Nissan**	**Juke**	**$21,569.00**	$499.00	Wondries Fleet Group	1-14-23-10E
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Hanford Hyundai - (559) 707-5735
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Accent**	***$14,358.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Volkswagon**	**Jetta Sedan**	**$25,507.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Fusion**	**$17,062.00**	$498.00	Downtown Ford Sales	1-14-23-10A

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Sonata**	**$23,481.00**	$1,195.00	Hanford Hyundai	1-14-23-10G
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Charger**	***$23,897.00***	$499.00	Elk Grove Auto Group	1-14-23-10B
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Volkswagon**	**Jetta Sportwagon**	**$22,339.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Accent**	***$14,358.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Volkswagon**	**Jetta Sedan**	**$26,007.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Fusion**	**$17,311.00**	$499.00	Wondries Fleet Group	1-14-23-10E
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Sonata**	**$23,481.00**	$1,195.00	Hanford Hyundai	1-14-23-10G
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Charger**	***$24,197.00***	$499.00	Elk Grove Auto Group	1-14-23-10B

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Volkswagon**	**Jetta Sportwagon**	**$22,839.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Hanford Hyundai - (559) 707-5735
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 4
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Nissan**	**Versa**	**$17,255.00**	$499.00	Wondries Fleet Group	1-14-23-10E
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Dart**	**$17,729.00**	$499.00	Elk Grove Auto Group	1-14-23-10B

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**NONE**					
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Nissan**	**Versa**	**$17,055.00**	$499.00	Wondries Fleet Group	1-14-23-10E

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Dart**	**$18,029.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**NONE**					
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Wondries Fleet Group (626) 457-5590

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-23 A through G, Supplement 6
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-23A) Elk Grove Auto Group (1-14-23-23B) Hanford Toyota (1-14-23-23C) Winner Chevrolet (1-14-23-23D) Wondries Fleet Group (1-14-23-23E) Livermore Ford (1-14-23-23F) Swift Superstore (1-14-23-23G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

_____ Date: _8/7/2015_

Christina Nunez, Contract Administrator

Contract (Mandatory) 1-14-23-23 A – G, Supplement 6
Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
6	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1 – Price Increase on Jeep Patriot in Rank 1 Line item # 3 and 26 – Price Increase on Chevrolet Tahoe Line item # 12/35, 13/36, 14/37, 18/41, 20/43, 22/45, 23/46 – Price increase on Chevrolet Express Vans • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	8/7/2015
5	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Article 19 – California Sellers Permit** has been updated to reflect a change to Wondries Fleet Group's Seller Permit number for Nissan.	6/4/2015
4	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 9/32 – Delete Toyoty Rav4 Electric from Rank 1 Line item # 12 - Chevrolet Express 2500 replaces Chevrolet Express 1500 with price increase in Rank 1 Line item # 13/36, 14/37, 18/41, 20/43, and 22/45 – Price increase on Chevrolet Express 2500/3500 in Rank 1 Line item # 23/46 – Delete Ford Econoline Van from Rank 1. Move Chevrolet Express 3500 from Rank 2 to Rank 1	12/15/2014
3	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1 – Price Increase on Jeep Patriot in Rank 1 Line item # 3/26 – Delete Ford Expedition in Rank 1 Line item # 3/26 – Change Chevrolet Tahoe from Rank 2 to Rank 1	8/26/2014

2	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 – Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014
1	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated to reflect a change in Ranks 1 & 2 on the following line items: 12/35, 13/36, 14/37, 18/41, 20/43, and 22/45	3/19/2014

1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-23 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-23 A – G, Supplement 6

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-23A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-23B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-23C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-23D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-23E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Livermore Ford 1-14-23-23F**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (530) 884-4141
E-Mail: dwanefleet@hotmail.com

Contractor **Swift Superstore 1-14-23-23G**
Contact Name: Dan Heil
Address: 4318 Chiles Road
Davis, CA 95618
Telephone: (530) 771-3821
Facsimile: (530) 757-3783
E-Mail: danh@swiftindavis.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-23A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-23B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-23C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-23D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-23E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com	1-14-23-23F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	danh@swiftindavis.com	1-14-23-23G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a $500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Nissan 101540822 Toyota 17107585
Livermore Ford	100598451
Swift Superstore	97022608

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/24/2013
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for "4x4 Off-Road" require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Patriot**	***$19,901.00***	$400.00	Swift Superstore	1-14-23-23G
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Traverse**	**$25,770.00**	$499.00	Winner Chevrolet	1-14-23-23D
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Tahoe**	***$38,987.00***	$499.00	Winner Chevrolet	1-14-23-23D
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Grand Cherokee**	**$38,558.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Wrangler**	**$23,450.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Dodge**	**Grand Caravan**	**$20,820.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Dodge**	**Grand Caravan**	**$20,820.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,215.00***	$499.00	Winner Chevrolet	1-14-23-23D
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,215.00***	N/A	Winner Chevrolet	1-14-23-23D
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$27,038.00***	N/A	Winner Chevrolet	1-14-23-23D
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit Connect**	**$20,096.00**	$498.00	Downtown Ford Sales	1-14-23-23A
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$21,041.00***	N/A	Winner Chevrolet	1-14-23-23D
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$23,661.00***	N/A	Winner Chevrolet	1-14-23-23D
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$22,600.00**	N/A	Downtown Ford Sales	1-14-23-23A
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$32,869.00***	N/A	Winner Chevrolet	1-14-23-23D
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$35,496.00***	N/A	Winner Chevrolet	1-14-23-23D
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**Escape**	**$21,948.00**	$499.00	Wondries Fleet Group	1-14-23-23E
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**Explorer**	**$25,689.00**	$499.00	Wondries Fleet Group	1-14-23-23E
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Tahoe**	**$39,287.00**	$499.00	Winner Chevrolet	1-14-23-23D

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Jeep**	**Grand Cherokee**	***$38,908.00***	$499.00	Elk Grove Auto Group	1-14-23-23B
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Jeep**	**Wrangler**	**$23,450.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Dodge**	**Grand Caravan**	**$21,145.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Dodge**	**Grand Caravan**	**$21,145.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express**	***$21,650.00***	$499.00	Wondries Fleet Group	1-14-23-23E

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,565.00***	N/A	Winner Chevrolet	1-14-23-23D
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$27,463.00***	N/A	Winner Chevrolet	1-14-23-23D
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit Connect**	**$20,246.00**	$498.00	Downtown Ford Sales	1-14-23-23A
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$21,341.00***	N/A	Winner Chevrolet	1-14-23-23D
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$24,011.00***	N/A	Winner Chevrolet	1-14-23-23D
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$22,600.00**	N/A	Downtown Ford Sales	1-14-23-23A
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$33,269.00***	N/A	Winner Chevrolet	1-14-23-23D

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$35,896.00***	N/A	Winner Chevrolet	1-14-23-23D

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Livermore Ford (530) 867-1173
Wondries Fleet Group (626) 457-5590
Swift Superstore (530) 771-3821

Attachment A - Contract Pricing RANK 2
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Equinox**	**$21,896.00**	$499.00	Winner Chevrolet	1-14-23-23D
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**Explorer**	**$25,662.00**	$498.00	Downtown Ford Sales	1-14-23-23A
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Toyota**	**FJ Cruiser**	**$26,853.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Toyota**	**Sienna**	**$25,425.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$26,418.00**	N/A	Downtown Ford Sales	1-14-23-23A
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$27,670.00**	N/A	Downtown Ford Sales	1-14-23-23A
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ram**	**Ram CV**	**$19,478.00**	$499.00	Elk Grove Auto Group	1-14-23-23B

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$21,476.00**	N/A	Downtown Ford Sales	1-14-23-23A
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$24,890.00**	N/A	Downtown Ford Sales	1-14-23-23A
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Nissan**	**NV200**	**$24,896.00**	N/A	Wondries Fleet Group	1-14-23-23E
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Equinox**	**$22,196.00**	$499.00	Winner Chevrolet	1-14-23-23D
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Traverse**	**$26,070.00**	$499.00	Winner Chevrolet	1-14-23-23D

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Toyota**	**FJ Cruiser**	**$26,853.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Toyota**	**Sienna**	**$25,325.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$26,618.00**	N/A	Downtown Ford Sales	1-14-23-23A
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$27,870.00**	N/A	Downtown Ford Sales	1-14-23-23A
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ram**	**Ram CV**	**$19,803.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$21,676.00**	N/A	Downtown Ford Sales	1-14-23-23A
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$25,090.00**	N/A	Downtown Ford Sales	1-14-23-23A

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Nissan**	**NV200**	**$24,696.00**	N/A	Wondries Fleet Group	1-14-23-23E
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**Escape**	**$22,148.00**	$499.00	Wondries Fleet Group	1-14-23-23E
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Dodge**	**Durango**	**$25,998.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ram**	**Promaster**	**$30,065.00**		Elk Grove Auto Group	1-14-23-23B
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Subaru**	**Outback**	**$25,434.00**	$749.00	Elk Grove Auto Group	1-14-23-23B
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Dodge**	**Durango**	**$26,298.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Wondries Fleet Group (626) 457-5590
Elk Grove Auto Group (916) 429-4700

Attachment A - Contract Pricing RANK 4
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Dodge**	**Journey**	**$22,500.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Dodge**	**Journey**	**$22,800.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Elk Grove Auto Group (916) 429-4700

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-20 A through G, Supplement 6
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-20A) Elk Grove Auto Group (1-14-23-20B) Hanford Toyota (1-14-23-20C) Winner Chevrolet (1-14-23-20D) Wondries Fleet Group (1-14-23-20E) Riverview International (1-14-23-20F) Swift Superstore (1-14-23-20G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

_____ Date: _9/14/15_

Christina Nunez, Contract Administrator

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6

Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
6	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 7, 8/43, 9/44, 10/45, 11/46, 12/47 – Price increase on Ram Trucks in Rank 1 Line item # 42 – Price increase on Ram Truck in Rank 2 • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	9/14/2015
5	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 42 – Ford F150 added in Rank 1; Ram 1500 moved to Rank 2 Line item # 7, 8/43, 10/45, 46 – Ford F150 added in Rank 2; Chevy Silverado moved to Rank 3	4/27/2015
4	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 33/68, 34/69, – Price increase on International Durastar in Rank 1 Line item #35/70 – Price increase on International Workstar in Rank 1 Line item #29/64 – Delete Internatinal Terrastar in Rank 3	2/4/2015
3	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1, 2/37, 3/38, 4/39, 5/40, 6/41 – Delete Toyota Tacoma in Rank 1 Line item # 7/42, 8/43, 10/45, and 46 – Delete Ford F150 in Rank 1; Move RAM 1500 from Rank 2 to Rank1; Move Chevy Silverado from Rank 3 to Rank 2 (except on line 42)	12/15/2014

	Line item # 9/44, 11, and 12/47 – Delete Ford F150 in Rank 2; Move Chevy Silverado from Rank 3 to Rank 2	
2	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 2, 3, 5, 6, 38, and 40 – Price Increase on Toyota Tacoma in Rank 1 Line item # 32/67 – Delete International DuraStar in Rank 2	8/26/2014
1	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 – Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-20A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-20B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-20C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-20D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-20E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Riverview International 1-14-23-20F**
Contact Name: Jason Farrell
Address: 2445 Evergreen Avenue
West Sacramento, CA 95691
Telephone: (916) 669-0253
Facsimile: (916) 371-2023
E-Mail: Jasonf@riverview-trucks.com

Contractor	**Swift Superstore 1-14-23-20G**
Contact Name:	Dan Heil
Address:	4318 Chiles Road Davis, CA 95618
Telephone:	(530) 771-3821
Facsimile:	(530) 757-3783
E-Mail:	danh@swiftindavis.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-20A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-20C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-20E
Riverview International 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 371-2023	jasonf@riverview-trucks.com	1-14-23-20F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(559) 961-4601	danh@swiftindavis.com	1-14-23-20G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed

for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled “Delivery”, the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled “Rights and Remedies of the State for Default”.

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer’s place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer’s place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments

or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include either a $200 or $500 per vehicle discount for payment made within twenty (20) days. See Attachment A – Contract Pricing for discount amount. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Ford 98037902 Toyota 17107585
Riverview International	101079519
Swift Superstore	97022608

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/24/2013
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for “High Ceiling” require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for “4x4 Off-Road” require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$20,840.00***	$499.00	Elk Grove Auto Group	1-14-23-20B

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,043.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,411.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,532.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$22,298.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$24,276.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	**$30,421.00**	$800.00	Swift Superstore	1-14-23-20G
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$18,503.00**	N/A	Downtown Ford Sales	1-14-23-20A

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$21,186.00**	N/A	Wondries Fleet Group	1-14-23-20E
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$22,113.00**	N/A	Wondries Fleet Group	1-14-23-20E
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$21,719.00**	N/A	Downtown Ford Sales	1-14-23-20A
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$23,476.00**	N/A	Downtown Ford Sales	1-14-23-20A
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$24,360.00**	N/A	Elk Grove Auto Group	1-14-23-20B
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$28,153.00**	N/A	Downtown Ford Sales	1-14-23-20A
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F350**	**$20,347.00**	N/A	Wondries Fleet Group	1-14-23-20E
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F350**	**$21,532.00**	N/A	Downtown Ford Sales	1-14-23-20A
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$26,898.00**	N/A	Wondries Fleet Group	1-14-23-20E

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$33,500.00**	N/A	Wondries Fleet Group	1-14-23-20E
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$36,931.00**	N/A	Downtown Ford Sales	1-14-23-20A
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$29,040.00**	N/A	Wondries Fleet Group	1-14-23-20E
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$35,651.00**	N/A	Wondries Fleet Group	1-14-23-20E
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$38,419.00**	N/A	Wondries Fleet Group	1-14-23-20E
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F650**	**$41,335.00**	N/A	Wondries Fleet Group	1-14-23-20E
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F650**	**$51,791.00**	N/A	Wondries Fleet Group	1-14-23-20E
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Durastar**	**$71,238.00**	N/A	Riverview International	1-14-23-20F
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Durastar**	**$73,097.00**	N/A	Riverview International	1-14-23-20F

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Workstar**	**$89,595.00**	N/A	Riverview International	1-14-23-20F
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Toyota**	**Tacoma**	**$18,659.00**	$499.00	Wondries Fleet Group	1-14-23-20E
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$19,500.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,382.00***	$499.00	Elk Grove Auto Group	1-14-23-20B

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,750.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,871.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$22,600.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$24,583.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	**$32,600.00**	$499.00	Elk Grove Auto Group	1-14-23-20B
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$18,654.00**	N/A	Wondries Fleet Group	1-14-23-20E
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$20,986.00**	N/A	Wondries Fleet Group	1-14-23-20E

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$21,913.00**	N/A	Wondries Fleet Group	1-14-23-20E
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$21,816.00**	N/A	Wondries Fleet Group	1-14-23-20E
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$23,525.00**	N/A	Wondries Fleet Group	1-14-23-20E
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$24,553.00**	N/A	Wondries Fleet Group	1-14-23-20E
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$28,153.00**	N/A	Downtown Ford Sales	1-14-23-20A
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F350**	**$20,147.00**	N/A	Wondries Fleet Group	1-14-23-20E
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F350**	**$21,652.00**	N/A	Wondries Fleet Group	1-14-23-20E
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$26,698.00**	N/A	Wondries Fleet Group	1-14-23-20E
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$33,300.00**	N/A	Wondries Fleet Group	1-14-23-20E

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$36,931.00**	N/A	Downtown Ford Sales	1-14-23-20A
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$28,840.00**	N/A	Wondries Fleet Group	1-14-23-20E
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$35,451.00**	N/A	Wondries Fleet Group	1-14-23-20E
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$38,219.00**	N/A	Wondries Fleet Group	1-14-23-20E
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F650**	**$41,135.00**	N/A	Wondries Fleet Group	1-14-23-20E
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F650**	**$51,591.00**	N/A	Wondries Fleet Group	1-14-23-20E
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Durastar**	**$71,238.00**	N/A	Riverview International	1-14-23-20F
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Durastar**	**$73,097.00**	N/A	Riverview International	1-14-23-20F
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Workstar**	**$89,595.00**	N/A	Riverview International	1-14-23-20F

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 2
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$19,706.00**	$499.00	Wondries Fleet Group	1-14-23-20E

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$20,192.00**	$499.00	Wondries Fleet Group	1-14-23-20E
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,330.00**	$499.00	Winner Chevrolet	1-14-23-20D
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$22,000.00**	$499.00	Wondries Fleet Group	1-14-23-20E
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$26,724.00**	$499.00	Winner Chevrolet	1-14-23-20D
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$28,650.00**	$499.00	Winner Chevrolet	1-14-23-20D
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$21,568.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,534.00**	N/A	Winner Chevrolet	1-14-23-20D
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$22,930.00**	N/A	Elk Grove Auto Group	1-14-23-20B
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$23,200.00**	N/A	Elk Grove Auto Group	1-14-23-20B
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$26,840.00**	N/A	Winner Chevrolet	1-14-23-20D
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$24,316.00**	N/A	Downtown Ford Sales	1-14-23-20A
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,450.00**	N/A	Winner Chevrolet	1-14-23-20D
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 3500**	**$22,400.00**	N/A	Elk Grove Auto Group	1-14-23-20B
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 4500**	**$31,100.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 4500**	**$37,700.00**	N/A	Elk Grove Auto Group	1-14-23-20B
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 5500**	**$36,850.00**	N/A	Elk Grove Auto Group	1-14-23-20B
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,205.00***	**$499.00**	**Elk Grove Auto Group**	**1-14-23-20B**
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$20,483.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,680.00**	$499.00	Winner Chevrolet	1-14-23-20D
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$21,800.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$23,510.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$29,000.00**	$499.00	Winner Chevrolet	1-14-23-20D
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$21,768.00**	N/A	Elk Grove Auto Group	1-14-23-20B
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,884.00**	N/A	Winner Chevrolet	1-14-23-20D

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$23,280.00**	N/A	Elk Grove Auto Group	1-14-23-20B
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$23,400.00**	N/A	Elk Grove Auto Group	1-14-23-20B
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$27,190.00**	N/A	Winner Chevrolet	1-14-23-20D
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$24,710.00**	N/A	Elk Grove Auto Group	1-14-23-20B
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 3500**	**$24,605.00**	N/A	Winner Chevrolet	1-14-23-20D
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 3500**	**$22,600.00**	N/A	Elk Grove Auto Group	1-14-23-20B
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 4500**	**$31,300.00**	N/A	Elk Grove Auto Group	1-14-23-20B
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 4500**	**$37,900.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 5500**	**$37,050.00**	N/A	Elk Grove Auto Group	1-14-23-20B
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$21,049.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,633.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$24,130.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$22,729.00**	N/A	Winner Chevrolet	1-14-23-20E

Rank 3 vehicles NOT available for State department use

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$25,767.00**	N/A	Winner Chevrolet	1-14-23-20E
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,876.00**	N/A	Winner Chevrolet	1-14-23-20E
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$27,800.00**	N/A	Winner Chevrolet	1-14-23-20E
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 3500**	**$24,600.00**	N/A	Elk Grove Auto Group	1-14-23-20B
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Chevrolet**	**Silverado 3500**	**$23,300.00**	N/A	Winner Chevrolet	1-14-23-20E
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,933.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$24,430.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$27,074.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$22,884.00**	N/A	Winner Chevrolet	1-14-23-20E
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$26,167.00**	N/A	Winner Chevrolet	1-14-23-20E
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$25,031.00**	N/A	Winner Chevrolet	1-14-23-20E
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$28,200.00**	N/A	Winner Chevrolet	1-14-23-20E
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 3500**	**$24,900.00**	N/A	Elk Grove Auto Group	1-14-23-20B
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Chevrolet**	**Silverado 3500**	**$23,455.00**	N/A	Winner Chevrolet	1-14-23-20E
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	*NONE*					
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253

National Auto Fleet Group

Contract#: 102811-NAF
Category: Public Safety, Vehicles, Fire Trucks & Equipment
Description: Ambulance and Police Vehicles
Maturity Date: 01/17/2017

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 1400 different models of passenger cars and light, medium and heavy duty trucks. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Nissan, Honda, Toyota, International, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

Click here for more information & to build your vehicles

Overview
Contract Documentation
Pricing
Marketing Materials
NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Jesse Cooper
Direct Phone: 855-289-6572
fleet@nationalautofleetgroup.com
www.nationalautofleetgroup.com

RFP111010

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only): Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: TODD LYSCIO
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 17TH day of JANUARY 2012 **Contract Number # 102811**- NAF

NJPA Authorized signature: Jane D Walker
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 **Contract Number # 102811**- NAF

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

RFP Opening

October 28, 2011
8:00 AM Central TIME
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #102811

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, Specifications and details of this RFP are available beginning September 6, 2011and continuing until October 4, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 27, 2011 at 4:30 p.m. Central Time at the above address and opened October 28, 2011at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

September 6, 2011 and September 13, 2011	• *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
October 4, 2011	• *Deadline for RFP requests*
October 7, 2011 AM Central	• *Pre-Proposal Conference (webcast – conference call)*
October 27, 2011 4:30 PM. Central	• *Deadline for Submission of Proposals*
October 28, 20118:00AM Central	• *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

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A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** this solicitation should be read to include:

1.20.1.1 OEM Production vehicles from the Manufacturer (OEM)

1.20.1.2 Alt Fuel Vehicles and Vehicles utilizing leading edge technologies.

1.20.1.3 Cab and Chassis Trucks

1.20.1.2 Dump Trucks, Service Bodies, Flat Beds.

1.20.1 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.21 Solutions Based Invitation:

1.21.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.21.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.21.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.21.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.21.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.22 Geographic Area to be Proposed: This RFP invites proposals to provide **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.23 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.24 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.25 Contract Term: A contract resulting from this RFP will become effective the date established in the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members

and the value of the awarded contract.

1.27 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.28 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31.2 Technical Descriptions/Specifications. Bidder's must supply **sufficient** information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.32 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.33 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.34 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.35 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.36 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.37 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.38 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.39 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.40 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.41 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.42 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.43 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.44 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

1. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer's response, and a fully executed "Acceptance and Award" pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. "FOB Destination" defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

2. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA

to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,
3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,
3.8.3 Certificate of insurance verifying the coverage identified in this RFP,
3.8.4 Two complete copies of your response on A CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the

authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Proposals" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the

signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**,** and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any "Green" characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance

policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:
(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000.
(2) Commercial General Liability Policy per occurrence $1,000,000.
(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 102811 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.
4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "~~Percentage Discount from Catalog Pricing~~," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

4.5 Government Price Assistance- It is understood that a component of the pricing to be offered to this solicitation is "Government Price Assistance" from the respective OEM manufacturers. Prices quoted on vehicles including "Government Price Assistance" are available only to NJPA Members qualifying for "Government Pricing Assistance".

4.5.1 For NJPA Members not qualifying for "Governmental Price Assistance" (Non-Profits for example) all other manufacturer rebates applicable at the time of delivery.

A. LINE-ITEM PRICING

4.6 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a ~~percentage discount~~ from catalog or category pricing model may make more sense.

4.7 Format: Line Item vehicle pricing for this RFP must be submitted using attached "Price Form P1". The intent here is to describe and price a "Base" vehicle in each of eight classes AND also offer, on an ala carte basis, options (both Manufacturer Options and Dealer Options) to customize each vehicle offered.

4.8 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.9 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.10 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.11 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.12 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. MASS PRODUCED PRODUCTION VEHICLES

4.13 Original Equipment from the Manufacturer (OEM) mass production vehicles will be priced using the pricing sheets attached as "Attachment P" and executed according to the instructions contained on the first tab of that attachment.

C. ALL OTHER VEHICLES AND ACCESSORIES.

4.14 Please use the general descriptions for "Line Item Pricing". A format is not specified for these items beyond those provided in "Line Item Pricing". Please use a format which fully identifies and prices the goods and services being offered.

D. TAX AND OTHER CREDITS.

4.15 Tax and other credits accruing to the vehicle being purchased which are not applicable to an NJPA Member will accrue to the benefit of the Awarded Contractor.

E. HOT LIST PRICING

4.16 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a "Hot List" of products/services is optional. Products/services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.17 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.18 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

E. CEILING PRICE

4.19 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.20 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.21 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.22 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.23 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.24 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.25 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.25.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and
4.25.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.25.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. COST PLUS A PERCENTAGE OF COST

4.26 Except as provided in "Sourced Goods" above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

I. TOTAL COST OF ACQUISITION

4.27 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

products/services being proposed.

- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.28 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

J. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.29 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.30 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.31 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.32 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.33 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.34 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.35 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

K. REQUESTING PRICING CHANGES

4.36 Price Decreases: Requests for standard Contract price decrease adjustments (~~percentage discount increases~~) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.37 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.37 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

L. PRICE AND PRODUCT CHANGES FORMAT

4.39 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.39.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.39.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

M. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.40 Initially; and with each request for product addition, deletion, and pricing change; all

products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.41 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.42 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.43 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

N. PAYMENT TERMS

4.44 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services.

4.45 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company

O. SALES TAX

4.46 Sales and other taxes and all applicable title transfer fees, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

P. SHIPPING AND SHIPPING PROGRAM

4.47 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.48 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.49 Additional costs for expedited deliveries or additional goods or services required by the end-user will be at the expense to the NJPA Member/End User.

4.50 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.51 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.52 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.53 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.54 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.55 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.56 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.57 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.58 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.59 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

Q. NORMAL WORKING HOURS

4.60 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment

to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP**.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or ~~Percentage Discount from published gov/ed price list or Catalog~~.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.

16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under

previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.11 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]".

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of -stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of- stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification f the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not

intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) Provide a brief history of your company that includes its goals and philosophy.
3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
4) How long has your company has been in the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** industry?
5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
6) For public companies, provide your most recent annual report to shareholders.
7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

10) List and document recent industry awards and recognition.
11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

are they employees of a third party?

15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
20) Describe your general marketing program strategy to promote the proposed Contract nationally**.**
21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
22) Describe your use of technology and the internet to provide marketing and product awareness.
23) Describe **y**our perception of NJPA's role in marketing the partnership and your products/services.
24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

25) Describe any training programs available as options for members.
26) Describe technological advances your proposal products/services offer.
27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
29) Identify any other unique or custom value added attributes.
30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
31) Identify your ability and willingness to service Canada specifically and internationally in general.
32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

33) Identify your payment terms. (Net 30, etc.)
34) Identify any applicable leasing or other financing options as defined herein.
35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
37) Do all warranties cover all material and labor?
38) Do warranties impose usage limit restrictions?
39) Do warranties cover the technicians travel time to perform warranty repairs?
40) Please list any other limitations or circumstances that would not be covered under your warranty.
41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
44) Identify any GSA Contracts held or utilized by the Proposer.
45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

46) Provide a general narrative description of the products/services and services you are offering in your proposal.
47) Provide a general narrative description of your pricing model identifying how the model works (line item ~~and/or percentage discount~~).
48) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.
49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
50) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
51) Provide, if any, your volume rebate programs
52) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
53) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
_____ a. The same as typically offered to an individual municipality or school district.
_____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
(Your proposal will be considered "Non-Responsive" if this question is not answered.)
54) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
55) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
56) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

_____

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:
_____

Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Please sign and date the bottom of each page of this document.

RFP Page Number	Section	Term, Condition, or Specification	Exception

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: ____Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 102811**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 102811**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and

8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone:_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for:_____

For the Proposed Subject **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Charactoristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its_____

_____ Its_____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A –** For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ❑ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a “Sourced Goods Multiplier?
- Have you packaged your bid submission identifying conspicuously “Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

CORRECTED Addendum 083111

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issued on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. In the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as “Non-Compliant” with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

Addendum 100511

To that certain
RFP#102811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

The deadline for RFP Requests for this solicitation will be changed from Tuesday October 4, 2011 to Tuesday October 11, 2011.

Gregg Meierhofer 10-5-11

CORRECTED Addendum 101411

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issues on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. IN the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as “Non-Compliant” with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

CORRECTED Addendum 101811

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

QUESTION:

I will address the current situation for Government agency Members in the State of Washington alone, just to give you an idea of the complexity.

- Sales tax must be paid by (even State) Government agencies. In the case where the selling dealer is located in the state, the sales tax charged is applicable to that which is charged at the location of the selling dealer.
- Sales taxes vary by county (and, in some cases, by city...so it's actually by Zip Code!), and if the selling dealer is located outside the state, then the Member must pay the sales tax that is applicable at their site.
    - In the case of vehicles that are purchased but as yet not complete vehicles (such as, cab/chassis that must have a service body installed), the sales tax must include the completed vehicle. If a Member chooses to purchase the chassis from me, and have someone else complete the truck, sales tax cannot be determined/collected until the unit is complete.
    - In addition, the licensing cannot be completed until the completed unit is weighed, and a weight slip is included in the licensing app.
    - The only way a dealer might be able to take on these responsibilities would be to:
        - Add a fee to consider the cost of flooring these vehicles through this extra time the vehicle is "on their inventory books."
        - Add an additional fee for a business, such as RoadReady (www.roadreadyregs.com) to take care of all the complexities of this task, ensuring the dealer has not erred in the process of serving the Members. The cost of a service such as this is $105/vehicle, and we will have to consider this cost in the rendering of our bid.
- Licensing is typically carried out by the Member for their vehicles.

I would hazard a guess that every state has different sales tax and licensing policies...although Washington is decidedly complex.

I would suggest to you that the Members would be best served to take the responsibility for taking care of the sales tax (where due), and the licensing as well. The alternative is for the supplier to require that the Member indicate the sales tax

that will be due to their purchase, as well as the cost of licensing, with the understanding that if the actual cost incurred has a variance, they will be charged (or reimbursed) for any difference.

ANSWER:

You can make your proposal any way you want it to be, however you need to disclose your exceptions to the “total cost of acquisition” costs which are not included in your proposed pricing. Sales tax and licensing are to be included in the total cost of acquisition.

Prior to working for NJPA I worked in banking. In our bank was a leasing department where we leased equipment in the underground directional boring industry nationwide. To accomplish this we purchased software which ensured our compliance with state and local sales taxes and helped us file sales tax returns in every state in the nation. My point is that there are solutions out there for this problem. If you want to play on a national scale, this may be something you want to look into investing in.

With regard to the titling issues, a motor vehicle, designed for use on a roadway, which cannot be legally operated on a roadway because it is not legally titled, is less valuable to NJPA Members than one that can. Our Members have not likely needed to be licensing experts in the past and do not likely desire to become an expert to utilize your contract. Therefore a proposal including titling will likely be superior to a proposal excluding titling from the Proposer’s responsibilities.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Felling Trailers

NJPA AWARDED CONTRACT

Contract#: 031014-FTS
Category: Public Utility & Airport Equipment
Description: Equipment Trailers
Maturity Date: 04/10/2018

Felling Trailers, Inc., a full line trailer manufacturer with 40 years experience, knows what it takes to meet customer's needs, Quality ~ Craftsmanship ~ Pride. From 2,000 lb utility trailers to 110,000 lb Hydraulic detachables, Felling delivers a Quality product that is extremely durable and will stand up to the vigorous demands of the working world. You can rely on Felling's industry leading designs & superior Craftsmanship to give you the competitive advantage in the marketplace. Felling has Pride in all of their products to stand behind them with an unprecedented 5-year Structural Warranty and a 3-year Paint Warranty.

Vendor Contact Info

Pat Jennissen
Direct Phone: 320-352-5239
pat@felling.com
www.felling.com

Contract Award
RFP #031014

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Falling Trailers, Inc. Date: 3/11/14

Company Address: 1525 Main St. So.

City: Sauk Centre State: MN Zip: 56378

Contact Person: Patrick Jennissen Title: V.P. Sales/Marketing

Authorized Signature (ink only): Brenda Jennissen
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utility Equipment with Related Accessories + Supplies

Felling Trailers, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 16th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 10 day of April, 20 14 **NJPA Contract Number # 031014** - FTS

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 10 day of April, 20 14 **NJPA Contract Number # 031014** - FTS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Felling Trailers, Inc.

Vendor Authorized signature: _____ BRENDA M. JENNISSEN
(Name printed or typed)

Title: CEO

Executed this 28th day of April, 20 14 **NJPA Contract Number # 031014** - FTS

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

March 11, 2014
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #031014

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 27, 2014 and continuing until March 3, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 10, 2014 at 4:30 p.m. Central Standard Time at the above address and opened March 11, 2014 at 8:00 A.M. Central Standard Time.

	RFP Timeline
January 27, 2014	**Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com, and Biddingo.**
February 27, 2014 **10:00 A.M. Central Standard Time**	**Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)**
March 3, 2014	**Deadline for RFP requests and questions**
March 10, 2014 **4:30 P.M. Central Standard Time**	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
March 11, 2014 **8:00 A.M. Central Standard Time**	**Public Opening of Proposals**

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be

found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not limited to:**

3.17.1.1 Aerial lifts, Bucket Trucks, Directional Drilling, and Diggers.

3.17.1.2 This solicitation shall NOT be construed to include: "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies" or Chassis only solutions.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and

accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the

Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"**,** and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** will be received by Maureen

Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

> **5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal

Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the

commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"**,** and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the

face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP**.** Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES",** industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success**.**
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
    ____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
39) What is the annual combined dollar sales volume for each of these contracts?
40) Identify any GSA Contracts held or utilized by the Proposer.
41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?
____ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
45) Is this training standard as a part of a purchase or optional?
46) Describe current technological advances your proposed equipment/products and related services offer.
47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception		

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP #031014

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA _____ _____

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number # 031014**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 031014**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 031014**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____ Its_____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Provide your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Equipment/ Products /Services

☐ Deleting/Discontinuing Equipment/Products/Services

☐ Price Increase

☐ Price Decrease

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

Contract 031711-FTS Pricing Effective 4/16/2013

SUPPLIER PART NUMBER	MANUFACTURER NAME	ITEM DESCRIPTION	UNIT OF MEASURE	NJPA Discount
FT-3	Felling Trailers, Inc.	Utility Series- 2.1KCapacity	Each	12%
FT-5	Felling Trailers, Inc.	Utility Series - 5K Capacity	Each	12%
FT-7-1	Felling Trailers, Inc.	Utility Series - 7K Capacity	Each	12%
FT-10	Felling Trailers, Inc.	Utility Series - 10K Capacity	Each	12%
FT-10L	Felling Trailers, Inc.	L Series - 10K Capacity	Each	12%
FT-12L	Felling Trailers, Inc.	L Series - 12K Capacity	Each	12%
FT-14L	Felling Trailers, Inc.	L Series - 14K Capacity	Each	12%
FT-10E	Felling Trailers, Inc.	E Series - 10K Capacity	Each	12%
FT-12E	Felling Trailers, Inc.	E Series - 12K Capacity	Each	12%
FT-14E	Felling Trailers, Inc.	E Series - 14K Capacity	Each	12%
FT-15E	Felling Trailers, Inc.	E Series - 14.4K Capacity	Each	12%
FT-16E	Felling Trailers, Inc.	E Series - 16K Capacity	Each	12%
FT-20E	Felling Trailers, Inc.	E Series - 20K Capacity	Each	12%
FT-24-3E	Felling Trailers, Inc.	E Series - 24K Capacity	Each	12%
FT-10I	Felling Trailers, Inc.	I Series - 10K Capacity	Each	12%
FT-12I	Felling Trailers, Inc.	I Series - 12K Capacity	Each	12%
FT-14I	Felling Trailers, Inc.	I Series - 14K Capacity	Each	12%
FT-15I	Felling Trailers, Inc.	I Series - 14.4K Capacity	Each	12%
FT-16I	Felling Trailers, Inc.	I Series - 16K Capacity	Each	12%
FT-20I	Felling Trailers, Inc.	I Series - 20K Capacity	Each	12%
FT-24I	Felling Trailers, Inc.	I Series - 24K Capacity	Each	12%
FT-10P	Felling Trailers, Inc.	Pan Series - 10K Capacity	Each	12%
FT-12P	Felling Trailers, Inc.	Pan Series, 12K Capacity	Each	12%
FT-14P	Felling Trailers, Inc.	Pan Series - 14K Capacity	Each	12%
FT-16P	Felling Trailers, Inc.	Pan Series - 16K Capacity	Each	12%
FT-10WD	Felling Trailers, Inc.	Wide Deck Series - 10K Capacity	Each	12%
FT-12WD	Felling Trailers, Inc.	Wide Deck Series - 12K Capacity	Each	12%
FT-14WD	Felling Trailers, Inc.	Wide Deck Series - 14K Capacity	Each	12%
FT-15WD	Felling Trailers, Inc.	Wide Deck Series - 14.4K Capacity	Each	12%
FT-16WD	Felling Trailers, Inc.	Wide Deck Series - 16K Capacity	Each	12%
FT-20WD	Felling Trailers, Inc.	Wide Deck Series - 20K Capacity	Each	12%
FT-20-3WD	Felling Trailers, Inc.	Wide Deck Series - 20K Capacity	Each	12%
FT-10-2	Felling Trailers, Inc.	Deck-Over, 10K Capacity	Each	12%
FT-12-2	Felling Trailers, Inc.	Deck-Over, 12K Capacity	Each	12%
FT-14-2	Felling Trailers, Inc.	Deck-Over, 14K Capacity	Each	12%
FT-16-2	Felling Trailers, Inc.	Deck-Over, 16K Capacity	Each	12%
FT-18-2	Felling Trailers, Inc.	Deck-Over, 18K Capacity	Each	12%
FT-18-3	Felling Trailers, Inc.	Deck-Over, 18K Capacity	Each	12%
FT-20-2	Felling Trailers, Inc.	Deck-Over, 20K Capacity	Each	12%
FT-20-3	Felling Trailers, Inc.	Deck-Over, 20K Capacity	Each	12%
FT-24-2	Felling Trailers, Inc.	Deck-Over, 24K Capacity	Each	12%
FT-24-3	Felling Trailers, Inc.	Deck-Over, 24K Capacity	Each	12%
FT-30-2	Felling Trailers, Inc.	Deck-Over, 30K Capacity	Each	12%
FT-30-3	Felling Trailers, Inc.	Deck-Over, 30K Capacity	Each	12%
FT-36-3	Felling Trailers, Inc.	Deck-Over, 36K Capacity	Each	12%
FT-40-2	Felling Trailers, Inc.	Deck-Over, 40K Capacity	Each	12%
FT-45-3	Felling Trailers, Inc.	Deck-Over, 45K Capacity	Each	12%
FT-50-3	Felling Trailers, Inc.	Deck-Over, 50K Capacity	Each	12%
FT-20-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 20K Capacity	Each	12%
FT-24-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 24K Capacity	Each	12%
FT-30-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 30K Capacity	Each	12%
FT-36-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 36K Capacity	Each	12%
FT-40-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 40K Capacity	Each	12%
FT-45-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 45K Capacity	Each	12%
FT-50-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 50K Capacity	Each	12%
FT-60-3 LP	Felling Trailers, Inc.	Deck-Over, 60K Capacity	Each	12%
FT-60-4 LP	Felling Trailers, Inc.	Deck-Over, 60K Capacity	Each	12%
FT-50-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 50K Capacity	Each	12%
FT-70-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 70K Capacity	Each	12%
FT-80-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-80-3 MX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-100-3 MX	Felling Trailers, Inc.	Rigid Neck Semi, 100K Capacity	Each	12%
FT-70-2 HX	Felling Trailers, Inc.	Rigid Neck Semi, 70K Capacity	Each	12%

FT-80-2 HX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-80-3 HX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-100-3 HX	Felling Trailers, Inc.	Rigid Neck Semi, 100K Capacity	Each	12%
FT-70-2 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 70K Capacity	Each	12%
FT-70-2 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 70K Capacity	Each	12%
FT-80-3 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 80K Capacity	Each	12%
FT-80-3 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 80K Capacity	Each	12%
FT-100-3 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 100K Capacity	Each	12%
FT-100-3 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 100K Capacity	Each	12%
FT-70-2 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 70K Capacity	Each	12%
FT-80-2 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 80K Capacity	Each	12%
FT-100-3 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 100K Capacity	Each	12%
FT-70-2 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 70K Capacity	Each	12%
FT-80-2 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 80K Capacity	Each	12%
FT-100-3 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 100K Capacity	Each	12%
FT-70-2 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 70K Capacity	Each	12%
FT-70-2 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 70K Capacity	Each	12%
FT-80-2 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 80K Capacity	Each	12%
FT-80-2 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 80K Capacity	Each	12%
FT-80-3 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 80K Capacity	Each	12%
FT-80-3 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 80K Capacity	Each	12%
XF-70-2 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 70K Capacity	Each	12%
XF-100-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 100K Capacity	Each	12%
XF-110-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 110K Capacity	Each	12%
XF-120-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 120K Capacity	Each	12%
XF-70-2 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 70K Capacity	Each	12%
XF-100-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 100K Capacity	Each	12%
XF-110-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 110K Capacity	Each	12%
XF-120-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 120K Capacity	Each	12%
XF-Stinger 20	Felling Trailers, Inc.	Stinger for Hyd. Detach. Gooseneck, 20K Capacity	Each	12%
XF-Stinger 40-1	Felling Trailers, Inc.	Stinger for Hyd. Detach. Gooseneck, 40K Capacity	Each	12%
XF-Flip 20-1	Felling Trailers, Inc.	Flip for Hyd Detach. Gooseneck, 20K	Each	12%
XF-Jeep 60-1	Felling Trailers, Inc.	Jeep for Hyd. Detach. Gooseneck, 60K	Each	12%
XF-Jeep 80-2	Felling Trailers, Inc.	Jeep for Hyd. Detach. Gooseneck, 80K	Each	12%
FT-3 T	Felling Trailers, Inc.	Drop-Deck Tilt, 3K Capacity	Each	12%
FT-6 T	Felling Trailers, Inc.	Drop-Deck Tilt, 6K Capacity	Each	12%
FT-7 T-1	Felling Trailers, Inc.	Drop-Deck Tilt, 7K Capacity	Each	12%
FT-10 T	Felling Trailers, Inc.	Drop-Deck Tilt, 10K Capacity	Each	12%
FT-12 T	Felling Trailers, Inc.	Drop-Deck Tilt, 12K Capacity	Each	12%
FT-14 T	Felling Trailers, Inc.	Drop-Deck Tilt, 14K Capacity	Each	12%
FT-16 T	Felling Trailers, Inc.	Drop-Deck Tilt, 16K Capacity	Each	12%

FT-10 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 10K Capacity	Each	12%
FT-12 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 12K Capacity	Each	12%
FT-14 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 14K Capacity	Each	12%
FT-16 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 16K Capacity	Each	12%
FT-20 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 20K Capacity	Each	12%
FT-24 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 24K Capacity	Each	12%
FT-24-3 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 24K Capacity	Each	12%
FT-14-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 14K Capacity	Each	12%
FT-16-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 16K Capacity	Each	12%
FT-18-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 18K Capacity	Each	12%
FT-20-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 20K Capacity	Each	12%
FT-24-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 24K Capacity	Each	12%
FT-30-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 30K Capacity	Each	12%
FT-40-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 40K Capacity	Each	12%
FT-50-3 T	Felling Trailers, Inc.	Deck-Over Tilt, 50K Capacity	Each	12%
FT-20-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 20K Capacity	Each	12%
FT-24-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 24K Capacity	Each	12%
FT-30-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 30K Capacity	Each	12%
FT-40-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 40K Capacity	Each	12%
FT-50-3 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 50K Capacity	Each	12%
FT-70-2 MX-TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 70K Capacity	Each	12%
FT-80-3 MX-TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 80K Capacity	Each	12%
FT-100-3 MX TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 100K Capacity	Each	12%
FT-70-2 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 70K Capacity	Each	12%
FT-80-3 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 80K Capacity	Each	12%
FT-100-3 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 100K Capacity	Each	12%
FT-6 DT	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump, 6K Capacity	Each	12%
FT-10 DT	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump, 10K Capacity	Each	12%
FT-12 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 12K Capacity	Each	12%
FT-14 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 14K Capacity	Each	12%
FT-16 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 16K Capacity	Each	12%
FT-12-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 12K Capacity	Each	12%
FT-14-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 14K Capacity	Each	12%
FT-16-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 16K Capacity	Each	12%
FT-20-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 20K Capacity	Each	12%
FT-24-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 24K Capacity	Each	12%
FT-30-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 30K Capacity	Each	12%
FT-12 E SD	Felling Trailers, Inc.	Side Dump, 12K Capacity	Each	12%
FT-14 E SD	Felling Trailers, Inc.	Side Dump, 14K Capacity	Each	12%
FT-16 E SD	Felling Trailers, Inc.	Side Dump, 16K Capacity	Each	12%
FT-3 A	Felling Trailers, Inc.	Aluminum Utility, 2.9K Capacity	Each	12%
FT-5 A	Felling Trailers, Inc.	Aluminum Utility, 5K Capacity	Each	12%
FT-10 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 10K Capacity	Each	12%
FT-12 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 12K Capacity	Each	12%
FT-14 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 14K Capacity	Each	12%
FT-15 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 14.4K Capacity	Each	12%
FT-10 AP	Felling Trailers, Inc.	Drop-Deck Aluminum, 10K Capacity	Each	12%
FT-14-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 14K Capacity	Each	12%
FT-16-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 16K Capacity	Each	12%
FT-18-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 18K Capacity	Each	12%
FT-20-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 20K Capacity	Each	12%
FT-24-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 24K Capacity	Each	12%
FT-24-3 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 24K Capacity	Each	12%
FT-6 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 6K Capacity	Each	12%

FT-10 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 10K Capacity	Each	12%
FT-12 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 12K Capacity	Each	12%
FT-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 2.5K Capacity	Each	12%
FT-6 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor,4.7K Capacity	Each	12%
FT-7 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 6.4K Capacity	Each	12%
FT-10 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 10K Capacity	Each	12%
FT-12 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 12K Capacity	Each	12%
FT-14 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 14K Capacity	Each	12%
FT-16 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 16K Capacity	Each	12%
FT-20 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 20K Capacity	Each	12%
FT-30-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 30K Capacity	Each	12%
FT-36-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 36K Capacity	Each	12%
FT-12-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 12K Capacity	Each	12%
FT-14-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 14K Capacity	Each	12%
FT-16-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 16K Capacity	Each	12%
FT-18-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 18K Capacity	Each	12%
FT-20-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 20K Capacity	Each	12%
FT-24-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 24K Capacity	Each	12%
FT-30-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 30K Capacity	Each	12%
FT-40-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 40K Capacity	Each	12%
FT-45-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 45K Capacity	Each	12%
FT-45-3 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 45K Capacity	Each	12%
FT-50-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 50K Capacity	Each	12%
FT-70-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 70K Capacity	Each	12%
FT-75-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 75K Capacity	Each	12%
FT-80-3 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 80K Capacity	Each	12%
FT-100-4 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 100K Capacity	Each	12%
FT-7-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 7K Capacity	Each	12%
FT-8-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 8K Capacity	Each	12%
FT-12-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 12K Capacity	Each	12%
FT-14-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 14K Capacity	Each	12%
FT-15-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 15K Capacity	Each	12%
FT-20-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 20K Capacity	Each	12%
FT-20-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 20K Capacity	Each	12%
FT-24-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 24K Capacity	Each	12%
FT-12-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 12K Capacity	Each	12%
FT-14-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 14K Capacity	Each	12%
FT-16-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 16K Capacity	Each	12%
FT-3 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%

FT-6 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%
FT-8 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%
FT-10 R	Felling Trailers, Inc.	Utility Reel, 10K Capacity	Each	12%
FT-14-2 R	Felling Trailers, Inc.	Utility Reel, 14K Capacity	Each	12%
FT-3 Coil	Felling Trailers, Inc.	Pipe Coil Trailer, 3K Capacity	Each	12%
FT-6 Coil	Felling Trailers, Inc.	Pipe Coil Trailer, 6K Capacity	Each	12%
FT-16 S	Felling Trailers, Inc.	Sprayer Trailer, 16K Capacity	Each	12%
FT-24 S	Felling Trailers, Inc.	Sprayer Trailer, 24K Capacity	Each	12%
FT-40 S	Felling Trailers, Inc.	Sprayer Trailer, 40K Capacity	Each	12%
FT-16 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 16K Capacity	Each	12%
FT-24 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 24K Capacity	Each	12%
FT-30 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 30K Capacity	Each	12%
FT-40 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 40K Capacity	Each	12%
FT-16 NT	Felling Trailers, Inc.	Narrow Track Sprayer Trailer, 16K Capacity	Each	12%
FT-16 TS	Felling Trailers, Inc.	Telescoping Track Sprayer Trailer, 16K Capacity	Each	12%
FT-24 TS	Felling Trailers, Inc.	Telescoping Track Sprayer Trailer, 24K Capacity	Each	12%
X-55-3	Felling Trailers, Inc.	Side Gate X-Over Dump Trailer, 80K Capac	Each	12%
SLT8.5X12TA	Felling/Stealth (Enclos	8.5 X 12 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X14TA	Felling/Stealth (Enclos	8.5 X 14 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X16TA	Felling/Stealth (Enclos	8.5 X 16 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X18TA	Felling/Stealth (Enclos	8.5 X 18 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X20TA	Felling/Stealth (Enclos	8.5 X 20 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X22TA	Felling/Stealth (Enclos	8.5 X 22 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X24TA	Felling/Stealth (Enclos	8.5 X 24 - 78" Interior Height, Spring 3500#	Each	12%
T4221 TAN AIR	Felling/Centerline	TAN-AXLE, 42' - 21.5 Cu. Yd. Premium Ste	Each	12%
T4221 TRI AIR	Felling/Centerline	TRI-AXLE, 42' - 21.5 Cu. Yd. Premium Stee	Each	12%
T4821 TRI AIR	Felling/Centerline	TRI-AXLE, 48' - 21.5 Cu. Yd. Premium Stee	Each	12%
T5123 QUAD AIR	Felling/Centerline	QUAD-AXLE, 51' - 23 Cu. Yd. Premium Ste	Each	12%

Trail King

NJPA AWARDED CONTRACT

Contract#: 052015-TKI
Category: Construction & Agricultural Equipment
Description: Portable Construction Equipment and Trailers
Maturity Date: 07/21/2019

Trail King Industries, Inc. is the leading manufacturer of agricultural, commercial, construction, material hauling and specialized hauling equipment. Equipped with state-of-the-art manufacturing facilities, Trail King manufactures over forty different types of trailers, with load capacities ranging from 6,000 lbs. to 1 million lbs. Supported by a network of almost 400 dealer locations across the U.S. and Canada, Trail King also markets and sells its products to customers in South America, Europe, Asia, and other locations around the globe. Since 1974, Trail King has built a reputation for quality, reliability, and performance that is unsurpassed.

For more information, visit www.trailking.com

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Mike Heschke
Direct Phone: 814-856-2056

Cell: 814-715-527
mheschke@trailking.com
www.trailking.com

Contract Award
RFP 052015 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Trail King Industries, Inc. Date: 5/14/15

Company Address: 300 East Norway

City: Mitchell State: SD Zip:

Contact Person: Michael Heschke Title: Director Government Sales

Authorized Signature (ink only): Michael Heschke Michael Heschke
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 052015 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH REALTED ACCESSORIES, ATTACHMENTS AND SUPPLIES

Trail King Industries, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Cowette
NJPA Executive Director (Name printed or typed)

Awarded this 21st day of July, 20 15 **NJPA Contract Number** 052015-TKI

NJPA Authorized signature: _____ Scott Verren
NJPA Board Member (Name printed or typed)

Executed this 21st day of July, 20 15 **NJPA Contract Number** 052015-TKI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Trail King Industries, Inc.

Vendor Authorized signature: Michael Heschke Michael Heschke
(Name printed or typed)

Title: Director of Government Sales

Executed this 22nd day of July, 20 15 **NJPA Contract Number** 052015-TKI

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

RFP Opening

MAY 21, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #052015

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 052015 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES. Details of this RFP are available beginning APRIL 10, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until MAY 20, 2015 at 4:30 p.m. Central Time at the above address and opened MAY 21, 2015 at 8:00 a.m. Central Time.

RFP Timeline

APRIL 10, 2015	**Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
May 6, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
May 13, 2015	**Deadline for RFP questions.**
MAY 20, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
MAY 21, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Trailers; hand-held power or pneumatic tools that may be transported a short distance by hand with reasonable effort; hand-held or push/pull landscape equipment; portable air compressors; light towers; generators; welders; pressure washers; portable sign boards; portable traffic signals; road barricades and signs; aerial lift equipment; portable pumps; concrete mixers; and trench safety equipment.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation should not be construed to include sewer vacuums, street sweepers, hydro-excavators, bucket trucks, agricultural tractors, wheel or track loaders, motor graders, excavators, backhoes, bull dozers, scrapers, skid steers, tele-handlers, cranes, paving machines, screeds, pavement milling machines, derrick diggers.

3.17.2.2 This solicitation should not be construed to include more than an incidental quantity of mowers.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the

delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific

needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the

internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the

equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below

and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified**.**

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated

positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

> **8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to

commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP**.** Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success**.**
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 052015 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 052015 # _____

_____
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number 052015 #**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 052015 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 052015 #**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the dealer accept the P.O?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Describe your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

24) What is your US market share for the solutions you are proposing in this response?
25) Do you hold any industry-specific quality management system certifications such as ISO 9001?
26) Do you hold any environmental management system certifications such as ISO 14001?
27) What is your Canadian market share (if any) for the solutions you are proposing in this response?
28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?
29) For how many years have the models you are proposing in this response been available in the marketplace?
30) What is your parts order fill rate?
31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

> *NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

> *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.
>
> *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

10

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00950

Title: Proposed Three-Hour Parking Restriction near Crocker Park

Location: East and west sides of 2nd Street between N Street and O Street, north side of O Street between 2nd Street and 3rd Street, and west side of 3rd Street between O Street and P Street, District 4

Recommendation: Pass a Resolution regulating parking on the east and west sides of 2nd Street between N Street and O Street, the north Side of O Street between 2nd Street and 3rd Street, and the west side of 3rd Street between O Street and P Street, with “Three Hour Parking 8:00 a.m. to 6:00 p.m. Excluding Sundays”.

Contact: Matt Winkler, Operations General Supervisor, (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division:

Dept ID:

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A - Map

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 11:17:36 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 7:04:50 AM

Description/Analysis

Issue Detail: Parking near the Crocker Art Museum is currently regulated with 90 minute parking. This time limit does not adequately support the average visit to the museum, which is approximately three hours.

Policy Considerations: This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive and convenient.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves restrictions to parking. The proposal is not a "project" in accordance with Section 15378 of the CEQA Guidelines. The proposal does not have a potential for resulting in either direct or indirect physical changes in the environment. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Parking on the proposed streets around Crocker Park (see Exhibit A), is currently regulated with 90 minute parking. The average stay at the Crocker Art Museum is approximately three hours. Regulating parking on the east and west sides of 2nd Street between N Street and O Street, the north Side of O Street between 2nd Street and 3rd Street, and the west side of 3rd Street between O Street and P Street with "Three Hour Parking Excluding Sundays" will provide adequate extended-term parking for visitors of the Crocker Art Museum.

In response to the property owner's request, a parking occupancy study was conducted between March 24 and March 26, 2015, during 8:00 a.m. to 6:00 p.m. It was determined that the average parking occupancy (77%), was sufficient to move forward with the proposed parking restrictions. A vote was not conducted for this request as there is only one affected property owner.

Financial Considerations: The cost to implement the recommended parking regulation is estimated to be $2,700. Sufficient funds are available in the Parking Services Division operating budget (Fund 1001).

Local Business Enterprise Program (LBE): Any goods or services will be purchased in accordance with established City policy.

RESOLUTION NO.

Adopted by the Sacramento City Council

Proposed Three-Hour Parking Restriction near Crocker Park

BACKGROUND

A. The east and west sides of 2nd Street between N Street and O Street, the north Side of O Street between 2nd Street and 3rd Street, and the west side of 3rd Street between O Street and P Street, is currently regulated with 90 minute parking. The average stay at the Crocker Art Museum is approximately three hours.

B. Regulating parking with "Three Hour Parking, 8:00 a.m. to 6:00 p.m., Excluding Sundays" will provide adequate extended-term parking for visitors of the Crocker Art Museum.

C. In response to a request by the director of the Crocker Art Museum, a parking occupancy study was conducted between March 24 and March 26, 2015, during 8:00 a.m. to 6:00 p.m. It was determined that the average parking occupancy (77%), was sufficient to move forward with the proposed parking restrictions. A vote was not conducted for this request as there is only one affected property owner.

D. There is sufficient funding within the Parking Services Division's FY2015/16 operating budget to implement the recommended parking regulation.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The following streets will be regulated with "Three Hour Parking, 8:00 a.m. to 6:00 p.m., Excluding Sundays:"

- East and west sides of 2nd Street between N Street and O Street
- North Side of O Street between 2nd Street and 3rd Street
- West side of 3rd Street between O Street and P Street

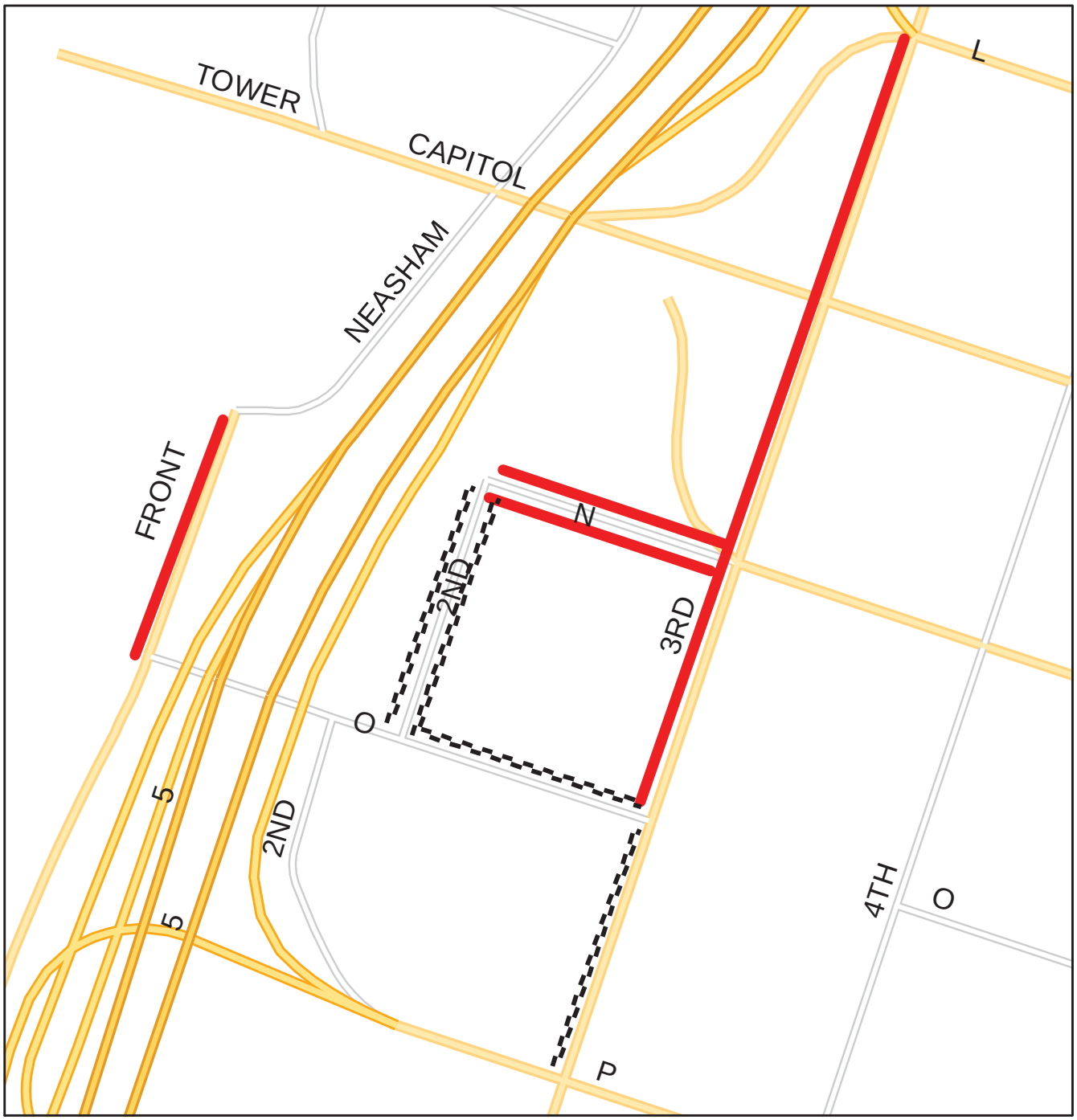
Table of Contents:

Exhibit A – Location Map

EXHIBIT A

LOCATION MAP FOR

PROPOSED PARKING RESTRICTION NEAR CROCKER PARK



Map Contact: Hamid Khalessi
Date: September 2015

City of SACRAMENTO
Department of Public Works

0 105 210 420 Feet

N

LEGEND

3-Hour Restriction

Proposed 3-Hour Restriction

11

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00952

Title: Cooperative Purchase Agreements: Replacement Fire Apparatus (Published for Review 11/05/2015)

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the cooperative purchase agreement (Contract No. FS12-13) between the Houston-Galveston Area Council (HGAC) and: a) Siddons-Martin Emergency Group for the purchase of four brush trucks in an amount not to exceed $761,544; and b) Pierce Manufacturing, Inc. for the purchase of four pumper trucks in an amount not to exceed $2,465,012; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Sari Myers Dierking
11/3/2015 12:08:21 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/15/2015 5:57:52 PM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase replacement brush trucks and pumper trucks for the Fire Department. Four brush trucks and two pumper trucks are scheduled for replacement in FY2015/16. Two existing pumper trucks (equipment number 8928 and 8929) are early replacements; however, both trucks have high maintenance and repair costs. Given these high costs and the current production lead time of 345 days for the replacement trucks, Fleet Management recommends replacing all eight trucks at this time.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 and Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than $1 million.

Economic Impacts: None

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.
>
> **Sustainability:** The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: After reviewing the available purchase options, Fleet Management has determined that using the HGAC cooperative purchase agreements with Siddons-Martin Emergency Group and Pierce Manufacturing, Inc. represents the most advantageous purchasing strategy. Time is of the essence because the recommended cooperative agreements will expire on November 30, 2015 and the cost of these trucks is anticipated to increase. The contracts were competitively bid nationally and HGAC receives greater discounts from the manufacturer, due to higher purchase volume, than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended purchases in a total amount not to exceed $3,226,556 will be made from the DPW FY2015/16 operating budget (Fleet Fund, Fund 6501) and charged to the Fire Apparatus Equipment capital improvement project (F12000300, General Fund, Fund 1001). Sufficient funding is available in each of these budgets to make the recommended purchases. The following table provides the detailed information for these purchases.

Houston-Galveston Area Council (HGAC) Cooperative Contracts				
Company	Item	Quantity	Unit Cost	Total
Siddons-Martin Emergency Group	Brush trucks	4	$190,386	$761,544
Pierce Manufacturing, Inc.	Pumper trucks	4	$616,253	$2,465,012
			Total	$3,226,556

Local Business Enterprise (LBE): Siddons-Martin Emergency Group and Pierce Manufacturing, Inc. are not LBEs. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SIDDONS-MARTIN EMERGENCY GROUP
Denton, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Siddons-Martin Emergency Group**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3500 Shelby Lane, Denton, Texas 76207.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and Its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Dec 9, 2015

Signed for **Siddons-Martin Emergency Group** Denton, Texas: _____

Printed Name & Title: Jeffrey A. Doran - Sales Manager

Date: 11-29 20 13

Attest for **Siddons-Martin Emergency Group** Denton, Texas: _____

Printed Name & Title: Connie Owbre - Acct.

Date: 11-29 20 13

Attachment A
Siddons-Martin Emergency Group
Fire Service Apparatus (All Types)
Contract No. FS12-13

T. Oshkosh		
F. Airport Rescue Fire-Fighting Vehicles		
TF01	Oshkosh Striker 1500, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water) one each side, Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 633,100.00
TF02	Oshkosh Striker 3000, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water) one each side, Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 684,033.28
TF03	Oshkosh Striker 4500, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water) one each side, Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 858,760.46
TF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds, All-pneumatic dry agent discharge, 250-gpm pump module.	$ 291,110.00
U. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
UA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 610,000.00
UA02	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 684,817.00
UA03	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 703,240.00
UA04	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	$ 804,930.00
UA06	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	$ 885,653.00
UA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 864,959.00
UA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	$ 996,580.00
UA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 951,663.00
UA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$ 901,810.00
UA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 114' Rear Mounted Telescopic, Articulating Platform	$ 1,308,114.00
B. Wildland Fire Apparatus (Brush Fire)		
UB03	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Flatbed	$ 109,888.00
UB05	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Utility Body	$ 122,324.00
UB07	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	$ 324,942.00
C. Pumper Fire Apparatus		
UC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 196,514.00
UC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 198,338.00
UC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 199,023.00

UC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 205,619.00
UC05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 307,311.00
UC06	Pierce Arrow XT, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 393,280.00
UC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 445,411.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
UD01	Ford F-550 4- Door, 12 Non-Walk-in Formed Aluminum Body	$ 128,264.00
UD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 178,802.00
UD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 183,454.00
UD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 186,290.00
UD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 192,835.00
UD06	Pierce Saber, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 292,516.00
UD07	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in Body	$ 373,354.00
UD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 195,637.00
UD09	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 200,259.00
UD10	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 203,125.00
UD11	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 209,476.00
UD12	Pierce Saber 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 309,351.00
UD13	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in Body	$ 401,562.00
E. Pumper/Tankers & Tankers		
UE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 196,506.00
UE02	International 2dr Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 199,334.00
UE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 199,216.00
UE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2100 water & 1000 pump	$ 205,925.00
UE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted	$ 334,265.00
UE06	Pierce Impel, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	$ 434,775.00
UE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 209,929.00
UE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 230,955.00
UE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 219,563.00
UE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	$ 228,527.00
UE11	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	$ 352,143.00
UE12	Pierce Impel, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	$ 445,834.00
X. Siddons-Martin		
B. Wildland Fire Apparatus (Brush Fire)		
XB01	Slip In Unit: Complete Slip in firefighting package for flatbed or pickup bed. Heavy Duty frame, 200 GPM pump, 250 gallon poly tank. 200' hose reel. Hose Tray. Stainless steel plumbing.	$ 13,850.00
XB02	Skeeter Type 3 or 4 F-750: Brush unit, Large (33,000 gvw). Custom firefighting body. 750 gallon poly tank. 200-750 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$144,155.00
XB03	Skeeter Type 5 F-550: Brush unit, Medium (19,500 gvw). Custom firefighting body. 400 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$102,777.00

XB04	Skeeter Type 6 F-350: Brush unit, Small (13,000 gvw). Custom firefighting body. 300 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$79,845.00

7400 Reese Road
Sacramento, CA 95828
Phone (916) 330-1638
Fax (916) 330-1649

PROPOSAL FOR FIRE APPARATUS

City of Sacramento
5770 Freeport Blvd, Suite 2
Sacramento, CA 95822

DATE	October 12, 2015
QUOTE NO.	91012-15
EXPIRES	November 30, 2015
SALES REP.	Ryan Wright

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Skeeter Brush Trucks, LLC, at its home office in Kirby, Texas, the apparatus and equipment herein named and for the following prices:

OPTION A: 100% PRE-PAYMENT AT TIME OF CONTRACT SIGNING

#	Description	Each	Extension
A	Four (4) Skeeter Type 5 Patrols (HGAC contract # FS12-13, XB03)	157,123.00	628,492.00
B	Fire Fighting Equipment (per separate list)	14,427.00	57,708.00
C	Factory Inspection Trip (1 trip for 2 SFD representatives)	800.00	3,200.00
D	Delivery / Dealer Preparation	3,000.00	12,000.00
E	DISCOUNT FOR FULL PAYMENT AT CONTRACT SIGNING	**(1,750.00)**	**(7,000.00)**
F	**SUBTOTAL**	**173,600.00**	**694,400.00**
G	State Sales Tax @ 8.50%	14,756.00	59,024.00
H	Performance Bond	2,029.97	8,119.88
I	**TOTAL PURCHASE PRICE**	**190,385.97**	**761,543.88**

OPTION A - FULL PAYMENT AT CONTRACT SIGNING TERMS AND CONDITIONS:

1) The Grand Total pricing is only valid if four (4) units are purchased at the same time, on the same contract (or purchase order).

2) The City of Sacramento pay the purchase price of **$761,543.88** for the Product within fifteen (15) calendar days of contract signing directly to Skeeter Brush Trucks, LLC.

3) The proposed delivery timeframe for the Product will not begin until Skeeter Brush Trucks, LLC approves the contract (or purchase order) and receives full payment of the purchase price of **$761,543.88**.

4) If payment of **$761,543.88** is late and if the City of Sacramento elects not to have the delivery extended, **$200.00** per calendar day will be added to the final invoice.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 240 TO 270 CALENDAR DAYS after receipt of this order and the acceptance thereof at our office at Kirby, Texas, and to be delivered to you at SACRAMENTO, CALIFORNIA.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above. Unless accepted by November 30, 2015 the right is reserved to withdraw this proposition.

Respectfully Submitted,

Authorized Sales Representative

Specification for:

Rescue Side Skeeter Type 5

Submitted To:

Sacramento, City of
5770 Freeport Blvd, Suite 2 Sacramento, CA 95822

Specification 1444
September 30, 2015

Prepared by:
Ryan Wright
Skeeter Brush Trucks, LLC

Proposal

We are pleased to submit the following specifications to you for a **Rescue Side Skeeter Type 5** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC. a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Kirby, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC. provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries $1,000,000 in liability insurance, with $3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs eleven (11) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today’s fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The fire apparatus manufacturer shall provide two (2) operational manuals. These manuals may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Compliance To Standards

This vehicle shall meet or exceed State and Federal Motor Vehicle Standards. Please note: the vehicle being proposed in "non-compliant" to all NFPA standards. The purchaser assumes all liability and full responsibility for this vehicle specification, and the inclusion or exclusion of any NFPA provisions or equipment on the vehicle.

100044.3 - PAINT

1. Cab Color: Vermilion Red
2. Cab Secondary Color: N/A
3. Description: Solid Red
4. Bumper Color: Brushed Aluminum
5. Wheel Color: Black
6. Body Color: Brushed Aluminum
7. Cab Steps: Black Bed Liner

100034.2 - CHASSIS SPECIFICATIONS

CHASSIS SPECIFICATIONS
One (1) FORD F-550 two axle drive 4 x 4, dual rear wheels (DRW), Super Cab (extended) door XL cab and chassis

GVWR: 19,500 pounds

Wheelbase: 161.8"

Cab to Axle: 60"

Grille: black

Tow Hooks: front loops

Driving Front Axle and Suspension: 7,000# HD front package, 7,000# suspension package, stabilizer bar, front shocks, manual hubs

Transfer Case: cab manual control high and low range HD front package, stabilizer bar, front shocks, manual hubs

Tires: two (2) front tires shall be 225/70R19.50, radial all weather highway tread

Front Wheels: two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels

Rear Axle and Suspension: 14,706# wide track rear axle, 14,706# suspension package, stabilizer bar, limited slip

Tires: four (4) 225/70R19.50 all weather type radial tires

Rear Wheels: four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels

Braking System: four (4) wheel disc brake system with an Anti Lock (ABS)

Engine:
- Model: 6.8L V-10 SOHC, EFI, Flex Fuel gasoline engine
- Number of Cylinders: Ten (10) "V" configuration
- Displacement: 6.8 liters
- Rated Brake Horsepower: 362 @ 5750 rpm
- Torque: 457 @ 3250 ft lbs

Cooling System: a coolant mixture protected to -30 degrees Fahrenheit

Exhaust System: horizontally mounted, discharge on right side aft of wheels

Fuel Tank: 40 gallon rear mounted, left side filler extension

Transmission: six speed automatic

Steering: power steering system

Battery: 78 amp-hr 650CCA 12-volt battery

Alternator: single 175 amp 12 volt

Cab Construction: XL Series two (2) door steel construction, sun visors, tinted glass, roof clearance lights, grab handles interior

Cab Paint: single color, air bags front and air curtains side

Climate Controls: controls for heat, defroster, and air conditioning

Air Bags: driver's and passenger's front, seat side, and side curtain

Cab Instruments: standard type, four (4) rocker switches

Drivers and Passenger Seat: 40/20/40 vinyl bucket type seats with three (3) point safety harness, center flip down seat back. Flip rear bench.

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories: AM/FM radio, two radio speakers and antenna

Jack lug wrench set

Color: Ford Vermilion Red More

100037.1 - POWER PACKAGE

The chassis shall be equipped with power locks, windows, and mirrors.

100046.1 - CHASSIS LIFT KIT

A 6" Fabtech heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

100048.1 - FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

The front and rear tires will be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the rim rating. Wheels for the front and rear axles will be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the rims will be 6,750 each.

100053.1 - SPARE SUPER SINGLE TIRE AND WHEEL

One (1) spare wheel and tire shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the rim rating. Wheel for the spare shall be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the rim will be 6,750 each.

100055.1 - MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top of the water tank. An aluminum plate shall be installed with a mounting assembly for the wheel and tire.

100062.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille protection assembly. The bumper extension unit shall be brushed aluminum finish.

043370.2 - FRONT LICENSE PLATE HOLDER

There shall be a flip-up license plate holder installed on the front winch fairlead.
Location: Font Bumper

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100111.2 - CAB STEPS

The cab shall be equipped with black steel tubing step assemblies, on each side of the cab. The steps shall be covered in black bed liner.

100086.3 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

The console will stop at the cup holder, and will not have a map box. This will facilitate rear leg room.

100081.1 - WINCH -- FRONT MOUNTED

A Warn Winch Company Model #M15000 PN47801 15,000 pound capacity 12-volt electric powered winch shall be shall be permanently installed at the front center bumper extension area . The unit shall include the following:

a) 3.86 feet per minute pulling speed at 12,000 lb rated load
b) 440 amps at full capacity
c) Cable roller guide assembly
d) 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
e) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

100243.1 - FIRE PUMP SPECIFCATIONS

A Hale HPX200-B18 fire pump shall be installed on the apparatus. The pump/engine shall perform to the standards of ISO 9 and NFPA 1906 low-pressure pump rating. Typical pump performance from 4 foot draft at sea level using a 2.5" suction line and a 2.5" discharge shall be.

240 GPM @ 10 PSI
190 GPM @ 75 PSI
150 GPM @ 100 PSI.
60 GPM @ 150 PSI.

Pump
The pump body shall be made of alloy aluminum castings coupled together with a stainless steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 350 PSI for 10 minutes. The impeller shall be bronze. The renewable clearance rings shall be made of anodic plated bronze to inhibit galvanic corrosion. The impeller shall be 4.87 inches in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Engine
The engine shall be a four cycle gasoline Briggs and Stratton Vanguard series V-Twin, overhead valve, air cooled design. Engine rating shall be 18 BHP at 4000. Engine displacement shall be 570cc and shall be designed to meet CARB (California Air Resources Board) standards. A 12-volt electric system shall be provided with electric starter and a 16 amp alternator. Recoil backup engine starting shall be provided. Engine shall be equipped with a residential muffler with USDA approved spark arrestor.

100423.1 - THERMAL RELIEF UNIT

There shall be a Trident model brass thermal relief valve installed in the manifold allowing auto dump at 143° water temperature. The thermal relief valve shall auto close at 118° water tempter. There shall be a hose directing water under the body, but in a location visible by the pump operator.

100272.1 - STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built completely of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be

threaded stainless steel or Victaulic connections.

100285.1 - VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

100470.1 - NO PUMP EXHUAST

100265.2 - PUMP PANEL ENCLOSURE

A pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.

A Hale engine and pump control panel shall be provided at the rear of the vehicle. The following shall be located at the operator's position:

2.5" discharge pressure gauge
tachometer
start/stop control
throttle control
low oil pressure warning light

The pump control panel shall be mounted at the right rear corner of the body, recessed, in the vertical body wall (like the Type 3 panels).

100418.1 - REMOTE PUMP PANEL CONTROL PANEL IN CAB

The cab shall be equipped with a secondary remote electrically controlled pump instrument control panel in the cab. There shall be a remote pressure gauge, start/stop switch, and electronic throttle control.

100267.1 - FUEL SYSTEM FROM CHASSIS FUEL TANK

The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

There shall be an electric fuel pump with spin on fuel filter and flexible fuel hose furnished between the chassis fuel tank and the auxiliary pump.

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100254.1 - PUMP ENGINE OIL DRAIN

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

100255.1 - AUXILIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the right side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a di-electric surface under pump and bolts through the sub-plates.

100273.1 - FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100270.1 - 2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be a controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug. The color coded label shall be installed near the control handle.

100283.1 - TANK TO PUMP LINE INSTALLATION

The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water

tank. The valve shall be controlled with a manually operated handle directly on the valve.

100281.1 - WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank. A nameplate label shall be installed next to the valve.

100277.1 - 1-1/2” PRE-CONNECT DISCHARGE -- REAR HOSEBED

One (1) 1-1/2" pre-connect discharge shall be installed on the rear hosebed, controlled by a quarter turn ball valve with direct local control handle in pump area. The discharge shall have 1-1/2" NH male hose threads and nameplate label adjacent the valve control handle.

The valve shall be on the manifold, with a feed line to the rear of the tray.

100426.5 - 1.5" FRONT BUMPER DISCHARGE -- LEFT SIDE

One (1) 1.5" discharge shall be piped front bumper area, located on the left side. The discharge shall be piped with flexible 1.5" hose. The outlet shall terminate with stainless steel or chrome plated brass chicksan swivel outlet with 1.5" male threads.

Two (2) 1" manually operated quarter turn ball valves shall be installed, one (1) at the bumper area and one (1) rear manifold area, with nameplate label provided at valve control area.

There shall be a hose tray/holder capable of holding 15' of 1.5" hose with a nozzle.

100288.1 - HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted on the left side rear corner of the flatbed body.

100292.2 - REEL CAPACITY

The hose reel shall have a capacity of 150 feet of hose.

There shall be no hose included, the department shall supply the hose.

100295.1 - HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A nameplate label shall be provided near the valve control handle.

100259.1 - CLASS A FOAM SYSTEM

A Scotty Model #4171 Class A through-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted between the discharge and suction side of a pump. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .3 and 1% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system will be installed.

100226.1 - WATER TANK GAUGES

A Class1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicated the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -
One (1) Class1 112124 “Intelli-Tank” mini water tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

100200.1 - WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

100205.1 - NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

100213.1 - TANK TO PUMP CONNECTION

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

100227.1 - FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 10 gallons.

100239.1 - FOAM TANK GAUGES

One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

One (1) Class1 112124 “Intelli-Tank” mini foam tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

100549.2 - CUSTOM RESCUE SIDE ALUMINUM BODY

The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114” long by 96” wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

FLAT-BED SUB-STRUCTURE
The body shall have 5” x 1.75” structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500” industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE
The cross-members shall be 3” x 2 5/16"” structural aluminum I beams with cross-members on 12” centers.

FLAT-BED MOUNTING
The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS -- FLAT-BED
The front corners of the flat-bed body shall be square.

HEADACHE RACK
The front of the body shall have a 2” formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

FUEL FILLER
The fuel filler tube and cap shall be installed at the left hand side, rear of the body.

FENDER PANELS
The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of polished aluminum tread plate. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL
A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30 degree angle of departure.

PROTECTIVE RAILS
The upper body area shall be protected with radius corner 1” diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act a protection to the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper

emergency lights and work lights.

SIDE BODY COMPARTMENTS, FRONT BODY -- RIGHT AND LEFT SIDES
Two (2) body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one each side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartments shall be constructed of .125" aluminum tread plate on all exterior surfaces. Each compartment shall be equipped with a vertically hinged door with a single latch installed. The doors shall be equipped with gas operated door opening assistant cylinders.

Each vertical compartment shall have one (1) fixed shelf.

The compartment floors shall be lined with turtle tile.

100121.1 - ANGLED CORNERS, FLAT-BED
The front corners of the flat-bed body will be angled at approximately 45 degrees.

100141.1 - FRONT BODY TRANSVERSE COMPARTMENT
A transverse compartment 96” long x 18” wide x 24” high will be installed in front of the water tank. The compartment floor shall be lined with Turtle Tile.

100462.5 - TOOL STORAGE TRAY/TRANSVERSE -- FRONT OF TANK, ABOVE
A tool storage compartment shall be installed in front of the water tank, above the lower compartments. The dimensions shall be approximately: 72" long, 22" wide, 12" high. The front corner shall be angled to match the angle of the body if necessary.

The compartment shall be constructed of expanded aluminum plate, and be open on top.

100144.1 - DRIVERS SIDE UPPER BODY COMPARTMENT
A body equipment storage compartment shall be installed on the flatbed surface, right side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a lift up door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

100148.1 - PASSENGERS SIDE UPPER BODY COMPARTMENT
A body equipment storage compartment shall be installed on the flatbed surface, left side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a lift up door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

043365.7 - PASSENGERS SIDE UPPER BODY COMPARTMENT, REARWARD
A body equipment storage compartment shall be installed on the flatbed surface, right side of the apparatus. The dimensions shall be approximately 24" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a lift up door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.
Location: Pass Side Body, Rearward of 48" Comp

100544.2 - CUSTOM COMPARTMENT SHELVING
A horizontal shelf with 1" lip shall be installed in the passenger's side compartments.

There shall be a vertical divider in both of the passenger's side compartments. They shall be installed under the horizontal shelf.

100152.2 - UNDER BODY COMP, REAR DRIVER'S SIDE
An under flat bed equipment storage compartment shall be installed under the flatbed surface, on the driver's side of the apparatus, in behind the rear axle. The dimensions shall be approximately: 24" wide, 15" high, and 24" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surface. The compartment shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

100157.1 - UNDER BODY COMP, REAR PASS SIDE

An under flat bed equipment storage compartment shall be installed under the flatbed surface, on the passenger's side of the apparatus behind the rear axle. The dimensions shall be approximately: 24" wide, 15" high, and 22" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surface. The compartment shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The dimensions shall be approximately: 33" wide, 5" high, and 96" front to rear. The compartment shall be for by the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

100166.1 - REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads. The tray shall be full width and full length of the compartment interior.

100161.1 - COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

100162.2 - COMPARTMENT LIGHTING, LED

Four (4) compartments shall be each be equipped with one (1) Grote 61E41, 4" diameter rubber mounted LED light.

The rear under body compartments shall have two (2) recessed clear LED lights each.

100163.2 - AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each exterior compartment light shall be automatically controlled by a door activated switch.

100164.1 - DOOR OPEN LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

043367.3 - DOOR AJAR ALARM

There shall be an audible alarm that sounds when a compartment door is open.
Location: Console

100169.1 - HOSE TRAY -- LEFT SIDE

A hose storage tray shall be installed over the left side equipment compartment, on the left side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 72" long. The hose tray shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum tread plate door on top, enclosed front panel, and open rear area. The hose tray shall be equipped with Turtle Tile floor covering.

100382.1 - TOOL STORAGE TRAY/COMPARTMENT - RIGHT SIDE

A tool storage compartment shall be installed over the right side equipment compartment, on the left side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 72" long. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum tread plate door with a latch installed. The compartment shall be equipped with Turtle Tile floor covering.

100180.1 - REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear left side of the body. The step shall be equipped with lighting to NFPA standard.

043256.5 - I ZONE HOSE BRACKETS

There shall be two (2) fold down temporary hose brackets (I Zone Style) installed on the vertical uprights at the rear of the body. The brackets shall be designed to drop down when needed, and fold up quickly for stowing. The brackets shall be used for quick containment of deployed hose.

The brackets shall match the design displayed in the photograph: "Attachment A".
Location: Rear Body Uprights

100325.1 - ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the right side compartment with a removable panel. The dimensions of the enclosures shall be approximately 20" high, 18" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
All electrical wiring shall be placed in a protective loom or be harnessed.
Exposed connections shall be protected by heat shrink material and sealed connectors.
Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100090.1 - BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

100094.2 - 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul model 091-55-20-120 20 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

The auto eject cover shall be RED.

Location shall be: Determined at the Pre-Construction conference.

100328.1 - DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light-heads shall be surface mountable via two screws.

The light-heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light-head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light-heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increases strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100068.1 - OFF-ROAD LIGHTS

There shall be two (2) Warn 4" HID (High Intensity Discharge) lights installed on front bumper/grille guard.

100071.1 - GROUND LIGHTS - FRONT BUMPER

Two (2) Grote #61E41 LED ground lights shall be installed under the front bumper, one (1) on each side of the apparatus, wired to parking brake circuit and a switch in the cab.

100073.1 - GROUND LIGHTS - CAB

Two (2) Grote #61E41 LED ground lights shall be installed under the cab step area in compliance with NFPA standards, one (1) on each side of the apparatus, wired to parking brake circuit and a switch in the cab.

100182.1 - GROUND LIGHTS - UNDER REAR STEP
Two (2) Grote #61E41 LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.

100184.1 - WORK LIGHTS
Four (4) Grote #61E41 LED step lights with clear lens shall be installed, wired to switch on the cab dash. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

100318.1 - FRONT BUMPER SCENE LIGHTS
A Rigid Manufacturing E series 12031 20" spot/flood light shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: front bumper/grille

100322.1 - SCENE LIGHTS
Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100438.1 - GPS UNIT
A Garmin NUVI 52 LM dash mounted GPS unit shall be installed. It has a 5" display, lane assist with junction view, displays speed limit with accurate arrival time, and spoken turn-by-turn directions.

100503.1 - TILT METER, DIGITAL
A Teraflex digital tilt meter/inclinometer shall be installed on the dashboard.

100107.1 - BACK-UP CAMERA SYSTEM
One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

100100.1 - RADIO INSTALLATION
Two (2) fire radios shall be supplied by the purchaser to be installed.

100324.1 - BACK-UP ALARM
One (1) Buyers #BA107 back up alarm shall be installed.

100312.1 - ELECTRONIC SIREN
One (1) Whelen, Model #CCSRN3 CENCOM siren and twenty-one (21) auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted low on the front dash in easy reach of the driver.

100313.1 - SIREN SPEAKER
One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front bumper.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD
The cab bar light shall be mounted on the headache bar shelf with an aluminum brush guard protective guard assembly.

100309.2 - LIGHTBAR
A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light

output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights" included.

The lightbars shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

One (1) red module shall be constant red to comply with California State Law.

100315.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

100332.3 - CAB REFLECTIVE LETTERING

The cab lettering shall be Scotchlite reflective material, shaded in black.

"SCR" shall be installed on all four sides of the apparatus as the State Identifier. They shall be 3" white reflective with black shadow.

There shall be a 2 digit vehicle ID number installed adjacent to the SCR identifier on all four sides of the apparatus. They shall be 10" white reflective with no black shadow. It shall be installed on a flat plate on the rear passenger's side compartment.

"PATROL" shall be installed on both sides of the apparatus, in RED reflective. It shall be installed in 3" red reflective with a black shadow letters inside the 4" white strip on the body compartments. It shall also be installed on the rear of the apparatus vertical wall.

100335.3 - CUSTOM GRAPHICS

There shall be one (1) pair of decals furnished by the fire department and applied by the apparatus manufacturer.

100338.2 - REFLECTIVE STRIPING

The sides of the vehicle shall be provided with a 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

The striping shall match existing SFD apparatus.

100343.1 - FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6” diamond grade striping in the following colors:

The first color shall be red diamond grade

The second color shall be lime yellow diamond grade

100345.1 - REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6” diamond grade striping in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100350.1 - SPANNER AND HYDRANT WRENCH SET WITH MOUNTING BRACKET

One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the left side compartment.

100369.1 - WATER TANK WARRANTY

MANUFACTURE LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacture issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

Manufactures specific warranty will be issued at pre-construction meeting.

100365.1 - ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Brush Trucks. Skeeter Brush Trucks is a subsidiary of Siddons/Martin Emergency Group, a Pierce Platinum Dealer, which has 13 service centers between Texas, Louisiana, and New Mexico. In the event the apparatus is deployed outside of its normal area of operational, warranty and service can be performed at any Siddons-Martin facility at the discretion of the fire department. For warranty issues please contact your local Siddons-Martin or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100361.1 - FIRE PUMP TEST

The fire pump shall undergo factory fire pump run-in tests for a minimum of 2 hours prior to delivery of the completed apparatus. The factory pump testing results shall be furnished on delivery.

100362.1 - ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be provided to denote response and stationary modes of electrical amp load.

100363.1 - COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

100364.1 - FACTORY FIRE PUMP TEST

The pump shall undergo an full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certificate shall be furnished with the apparatus on delivery.

100368.1 - FIRE PUMP WARRANTY

Hale Products, Inc., herein referred to as “Hale”, warrants products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three years (3). This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Hale or its designee. Items not manufactured by Hale shall bear only the limited warranties offered by their respective manufacturers.

The exclusive remedy for breach of this warranty shall be to give Hale written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Hale F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization. Thereupon Hale at its own election shall repair or replace the same or repay the price thereof. No proximate, incidental, consequential or other damages shall be recoverable. Hale shall not be liable for consequential damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer’s product.

HALE MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE. More

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. On completion, the apparatus shall be totally ready for final inspection and road testing as required by the general requirement section for this specified vehicle.

100136.1 - SKEETER BRUSH TRUCK EMBLEMS

Three (3) Skeeter Brush Trucks emblems will be affixed to the cab and body.

100042.1 - WARNING LABEL -- SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

100043.1 - LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100041.1 - SEATING

There shall be a label identifying the number of seat belted locations on the unit.

100040.1 - CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:
a) Wash and clean chassis
b) Weight chassis for NFPA reports
c) Quality control check in.

100351.1 - PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted at the manufacturer's plant. The transportation to this meeting shall be the responsibility of purchaser.

100353.1 - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF VEHICLE

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall included operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Kirby, Texas.

100358.1 - DELIVERY REQUIREMENTS

The apparatus shall be picked up at the manufacturer's plant by the purchaser.

Component List

Customer:	Sacramento, City of	Spec Number:	1444
Address:	5770 Freeport Blvd, Suite 2	Job Number:	
City, State Zip:	Sacramento CA 95822	Spec Date:	April 3, 2015
Contact:		Body:	Rescue Side, Alum, 114
Sales Rep:	Ryan Wright	Chassis:	Ford F550 - 4x4 - Gas - EXT Cab
Dealership:	Golden State Fire Apparatus, I	Tank:	400 Gallons, Poly

Line	Option	Qty	Description
001	100044.3	1	Cab/Body Paint Layout (Single Color)
002	100034.2	1	Ford F550 - 4x4 - Gas - EXT Cab Detail
003	100037.1	1	Ford Power Package (Electric Windows, Locks, Mirrors, 4x4 Switch)
004	100046.1	1	Lift Kit, 4x4, 6" Fabtech, Heavy-Duty, Off-Road
005	100048.1	1	Tires and Wheels, Super Single 335/80 R20 (4)
006	100053.1	1	Spare Tire and Wheel, Super Single 335/80 R20 (1)
007	100055.1	1	Spare Tire, Top of Tank
008	100062.1	1	Skeeter Aluminum Custom Bumper
009	043370.2	1	FRONT LICENSE PLATE HOLDER Location: Font Bumper
010	100058.1	1	Mud Flaps, Rear Wheels, SBT Logo, S/S Brackets
011	100111.2	1	Cab Steps, Custom Lined, (4) Door or Extended Cab, FORD
012	100186.1	1	NO -- Cab Protection
013	100086.3	1	Cab Console, Poly, Custom
014	100372.1	1	NO -- Back Seat Plastic
015	100081.1	1	Winch, Warn, #M15000, Electric, Front Mount, 15,000#
016	100243.1	1	Pump, Hale, Aux, Gas, HPX-200-B18, 18hp B&S
017	100423.1	1	Thermal Relief Valve
018	100272.1	1	Standard Stainless Steel Manifold
019	100285.1	1	Valves, S/S, Quarter Turn
020	100470.1	1	No Pump Exhaust
021	100195.1	1	No -- Pump House
022	100265.2	1	Pump Panel - Gas Pump
023	100418.1	1	Remote Pump Control in Cab (Gas)
024	100267.1	1	Pump Fuel from Chassis
025	100256.1	1	Battery Supply, 12V, Chassis, Master Switch & Solenoid
026	100254.1	1	Pump Engine Oil Drain, Hale
027	100255.1	1	Aux Fire Pump Mntg, Rear Right Side, Bolted
028	100273.1	1	Upgrade Manifold for Bumper Discharges
029	100270.1	1	Intake, Gated, 2.5"FM, Rear, w/2.5" Plug, Aux Pump, Direct Vlv Cntrl
030	100283.1	1	Tank-To-Pump, Water Tank, 2.5", Install
031	100281.1	1	Tank Fill and Cooling Line, Water Tank, 1", Aux Pump
032	100277.1	1	Discharge, 1.5", Rear, Pre-connect
033	100426.5	1	Discharge, 1.5", Front Bumper
034	100288.1	1	Hose Reel, Hannay, D/S Mount, Elec Rewind, Alum
035	100292.2	1	150 Foot Reel Capacity
036	100295.1	1	Hose Reel Discharge, 1" Valve and Flex-Hose, Local Cntrl
037	100306.1	1	No -- Whip Lines
038	100259.1	1	Foam system, Scotty #4171, Through-the-pump, Built-in, Aux Pump

039	100226.1	1	Water Tank Gauge, Class 1, Rear & Chassis
040	100200.1	1	Water Tank Capacity, 400 Gallons, Poly
041	100203.1	1	Water Tank, Specs
042	100204.1	1	Water Tank Shape, Rectangular
043	100205.1	1	Water Tank, NFPA Compliance
044	100213.1	1	Tank to Pump, Piping Connection, 3", 350 GPM Flow
045	100227.1	1	Foam Tank Capacity, 10 Gallons, Class A, Poly
046	100239.1	1	Foam Tank Gauge, Class 1, Class A, Rear & Cab
047	100549.2	1	Rescue Side, Alum, 114" x 96", 60CA
048	100121.1	1	Flat Bed, Front, 45 deg Corners
049	100141.1	1	Transverse Compartment (Rescue) 18"W
050	100462.5	1	Transverse Tool Storage Front of Tank Above
051	100144.1	1	Compartment, Drivers Side, Lift-Up Door
052	100148.1	1	Compartment, Passengers Side, Lift-Up Door
053	043365.7	1	Compartment, Passenger's Side, Lift-Up Door, Rearward Location: Pass Side Body, Rearward of 48" Comp
054	100544.2	1	Custom Compartment Shelving
055	100152.2	1	Cmpt Under Rear Bdy Dr Pass Side, Alum T/P, 24"W x 15"H x 24"D, Vert Hngd Dr
056	100157.1	1	Cmpt Under Rear Bdy Pass Side, Alum T/P, 24"W x 15"H x 22"D, Vert Hngd Dr
057	100159.1	1	Rear Center Under Body Compt, 96"Dx33"Wx5"H, Drop Down Door
058	100166.1	1	Equipment Tray, Alum, 94"L, UHMW slide
059	100161.1	1	Key Locks, Compartments, Hinged Doors
060	100162.2	2	Compartment Lights, Ceiling, Grote 61E41-3, 4" LED
061	100163.2	3	Compartment Light Door Switches, Automatic (6)
062	100164.1	1	Door Open Light, Flashing LED, Red Lens
063	043367.3	1	Door Ajar Alarm Location: Console
064	100169.1	1	Hose Tray, Drivers Side, 72 in. long
065	100173.1	1	NO -- Hose Tray, Passenger Side
066	100175.1	1	NO -- Tool Tray, Drivers Side
067	100382.1	1	Tool Tray, Passenger Side, 72 in. long.
068	100180.1	1	Rear Step, Pull out and drop down
069	100181.1	1	Step, Sig-4, Folding, Lighted, LH Front (1)
070	043256.5	1	I Zone Hose Brackets Location: Rear Body Uprights
071	100325.1	1	Fuse Box
072	100326.1	1	Chassis Harness
073	100327.1	1	Wiring Harness, Body Electrical
074	100090.1	1	Battery Master Disconnect, 12V
075	100094.2	1	Shore Power Plug, Kussmaul Auto-Eject #091-55-20-120, 20 Amp
076	100328.1	1	Clearance Lights, LED, DOT
077	100329.1	1	License Plate, Mount, Lighting
078	100330.1	1	Stop/Tail/Turn Lights, Whelen M6BTT/M6FC
079	100331.1	1	Back up Lights, Whelen M6 Series, LED,
080	100095.1	1	NO -- Trailer Plug
081	100068.1	1	HID Off-Road Lights, 4" Warn (2)
082	100071.1	1	Ground Lights, Front Bumper, LED (2) Grote 61E41
083	100073.1	1	Ground Lights, Cab, 2 Door, LED (2) Grote 61E41
084	100182.1	1	Ground Lights, Under Rear Step, LED (2), Grote 61E41
085	100184.1	1	Work Lights, LED, (4), Grote #61E41
086	100318.1	1	Scene Light, Combo, Rigid 20"
087	100322.1	1	Scene Light, (6) Rigid Dually
088	100438.1	1	GPS Unit NUVI 52 LM

089	100503.1	1	Digital Tilt Meter
090	100107.1	1	Back-Up Camera, Rear View Safety, (1) camera
091	100100.1	1	Radio, Fire, Installation, Purchaser Supplied (2)
092	100101.1	1	NO -- Intercom System
093	100324.1	1	Back Up Alarm, Buyers, #BA107
094	100312.1	1	Siren, Electronic, Whelen, CCSRN3. CEN COM
095	100313.1	1	Speaker, Whelen, #SA315P, 100 Watt
096	100310.1	1	Lightbar Mounting, Headache Rack, Alum, Enclosure Protection
097	100309.2	1	Lightbar, Whelen,Legacy, 54"
098	100315.1	1	Warning Lights, Whelen, M-7 Series (12) Lights
099	100332.3	1	Lettering, Cab, 3" Scotchlite Reflective, 50 Letters
100	100335.3	1	Door Graphic Emblems, (2) Custom
101	100338.2	1	Stripe, Cab/Body, Triple Reflective, 1" x 4" x 1"
102	100340.1	1	NO -- Keep Back Lettering
103	100343.1	1	Stripe, Reflective, SCOTCHLITE, Chevron, Front Bumper, Alum Bumper
104	100345.1	1	Stripe, Reflective, SCOTCHLITE, Chevron, Rear
105	100346.1	1	Capacities Placard, Reflective
106	100347.1	1	NO -- Nozzles
107	100350.1	1	Spanner Set, Kocheck, 2-Spanner / Hydrant, Mounted
108	100369.1	1	Tank Warranty, Limited Lifetime
109	100365.1	1	Road Test, 10 miles
110	100366.1	1	Skeeter Warranty, 5-Year Parts & Labor
111	100361.1	1	Pump Test, Factory Test, SBT Brush Truck
112	100362.1	1	Certificate, 12V Electrical Load Analysis
113	100363.1	1	Certificate, NFPA, Non-Compliance
114	100364.1	1	Performance Testing, Pump Test, Factory
115	100368.1	1	Pump Warranty, 3-Year Parts & Labor Detail
116	100196.1	1	Final Assembly, Skeeter Brush Trucks, Kirby, TX
117	100136.1	1	Emblems, Skeeter Brush Trucks (3)
118	100042.1	1	Label, Data, Seat Belt, Chassis Manufacturer Supplied
119	100043.1	1	Label, Noise Danger, Personnel
120	100135.1	1	Label, Data, "Do Not Ride On Rear Step"
121	100041.1	1	Label Seating (Based upon # of Seated Positions)
122	100040.1	1	Chassis Prep, Commercial Chassis
123	100351.1	1	Pre-Construction Meeting, At Factory
124	100353.1	1	Payment Terms, 100% on Delivery and Acceptance
125	100356.1	1	Training, Factory Supplied, Factory location
126	100358.1	1	Delivery, Purchaser Pickup

* This unit may be available through BuyBoard 399-12 (45-48) and H-GAC FS12-13 (XB01-XB04) cooperative purchasing.

7400 Reese Road
Sacramento, CA 95828
Phone (916) 330-1638
Fax (916) 330-1649

FIRE FIGHTING EQUIPMENT

The following loose equipment list is PER UNIT and will be provided by the sales organization and prior to final delivery:

QTY	DESCRIPTION	MAKE/MODEL
	WILDLAND NOZZLES	
3	1"Nozzle	NFES# 1081
1	1” Ball shut off w/ pistol grip	D100DP TFT
4	1 1/2" Nozzle	NFES# 1082
4	1 1/2" Ball shut-off	NFES# 1207
	HAND TOOLS	
1	Extinguisher:	2 1/4 gal water
1	Extinguisher Shoulder Strap	Fire Hooks Unlimited
1	30" Bolt Cutter: heavy duty	Cascade #40242
1	Wire Cutter	
1	Pry-Bar: 48"	Council #100PP
2	Wrench-Pipe	14"
1	Mallet-Rubber	
1	Bailing Wire, 328’, #572-365	Home Depot
1	Stanley 6” retractable utility knife, #184-861	Home Depot
1	Craftsman 8 pc. Screwdriver, #47136	Sears
1	Stanley 6 way screwdriver, 68-012	Sears
1	Craftsman 20” steel tool box	Sears
1	Irwin channel lock combo., 8”, 10”, 2078709	Sears
1	Craftsman 3 pc. pliers set, 45412	Sears
1	Craftsman bypass lopper, 29035	Sears
1	Irwin vise grip 2 pc. combo, 5 ‘,10 ‘, 00374	Sears
1	Craftsman 2 pc combo comfort grip hex keys, 46006	Sears
1	Craftsman 7 in 1 torx set, 46004	Sears
1	tree pruner, 8’, 09712	Harbor Freight
1	bow saw 21”, 66545	Harbor Freight
1	plastic ammo box, 61451	Harbor Freight
1	2 pc. brush set, 42595	Harbor Freight
1	21 pc. 3/8 socket set, sae/metric, 62190	Harbor Freight
1	3 pc. adjustable wrench set, 47099	Harbor Freight

1	22 pc box wrench, sae/metric, 69314	Harbor Freight
1	10” cable cutter, 40607	Harbor Freight
1	9-1/2” lineman plier, 38395	Harbor Freight
1	12” bolt cutter, 41147	Harbor Freight
1	4lb. dead blow, 69004	Pittsburg brand
1	3lb. hardwood hammer, 67817	Pittsburg brand
1	16oz. fiberglass hammer, 47873	Pittsburg brand
1	14” pipe wrench, 61349	Pittsburg brand
WILDLAND APPLIANCES		
1	Gate Wye-2 1/2" x 1 1/2"	Elkhart- B100-A
4	Water T's, 1-1/2" NH x 1-1/2" NH x 1" NPSH	
2	Gated wye - 1 1/2" x 1 1/2", Forestry	
2 1/2" FITTINGS/ADAPTERS		
1	2 1/2" double male	Red Head # Style 35
1	2 1/2" double female	Red Head # Style 36
2	2 1/2" female x 1 1/2" male:	Red Head # Style 37
1 1/2" FITTINGS/ADAPTERS		
1	1 1/2" double male	Red Head # Style 35
2	1 1/2" double female	Red Head # Style 36
3	1 1/2" NH female x 1" NPSH male	Red Head # Style 35
1" FITTINGS/ADAPTERS		
3	1'NH female x 1" NPSH male adapter	
MISC TOOLS/ FITTINGS/ADAPTERS		
1	4 1/2" x 2 1/2" reducer	
1	5 hole hydrant wrench	
1	Spanner/hydrant set:	Red Head # S-148-3
2	Spanner wrench: bar-way 3/4" - 1"	Red Head # Style 103
2	Forestry Spanners	Cascade # 11201
1	Fuel can, 1 gal -round w/spout	Just rite
1	Jerry Can, DOT 5 gal	Nat'l FF #STJ2050LM
1	Wildland Fussee	
HOSE		
3	1" Booster Line x 100' each length	
6	1"	
8	1 1/2"	
WILDLAND TOOLS		
1	Drip Torch w/ mounting bracket	Cascade # 12000
1	Combi tool	NFES# 1180
2	McCloud	NFES# 0296
2	Pulaski	NFES# 0146
1	Shovel	NFES# 0171

1	Ditch Pump w/ suction hose	Honda WH15XK2
1	Back Pack Pump	NFES# 1149
4	Wildland hose clamps	
1	Hose Roller w/ bracket	Cascade Hose Roller #14042
CHAIN SAW		
1	Chain saw w/ file kit	Stihl MS460
1	3/8” .050 Full Chisel, Semi skip chains for 20” bar	
1	3/8” .050 Full Chisel, Semi skip chains for 25” bar	
1	20” bar	
1	25” bar	
1	bar covers, 20-24"	True North
1	dolmar fuel can, 1 1/2" gal	
2	Chaps, 36"	NFES# 0078
2	Wedge, 12"	
2	Wedge, 8"	
BAGS/CASES/PACKS		
4	Hose Packs, Donut Roll Hose Pack	True North
STRIKE TEAM NEEDS		
1	Water Cooler: 2 1/2" Gal w/ spigot	Igloo
RECOVERY EQUIPMENT		
1	30' Master Pull Super Yanker 1 1/4 rated @ 52,000	Sacramento Wire Rope
1	ARB Ultra Lite Snatch Block rated @ 38,500 Break Strength	Sacramento Wire Rope
1	ARB 16' Tree trunk protector rated @ 12,000 kg - 26,500 lbs	Sacramento Wire Rope
1	50’ Master Pull Super Line 10mm winch extension rope	Sacramento Wire Rope
1	12' Peerless 3/8 Grade 100 chain with Grab hooks	Sacramento Wire Rope
1	ARB Recovery Damper	Sacramento Wire Rope
8	3/4 Screw Pin Shackles Van Beest 62,000 lb. rating	Sacramento Wire Rope
1	Husky 16 in. Large Mouth Bag with Tool Wall	Sacramento Wire Rope

END OF FIRE FIGHTING EQUIPMENT

DRAWN BY: Hector G	TITLE:	Sacramento FD Front View	
PRINT DATE: 4/13/2015			
CREATED DATE: 4/13/2015	DWG. NO.		SHEET 1 OF 6

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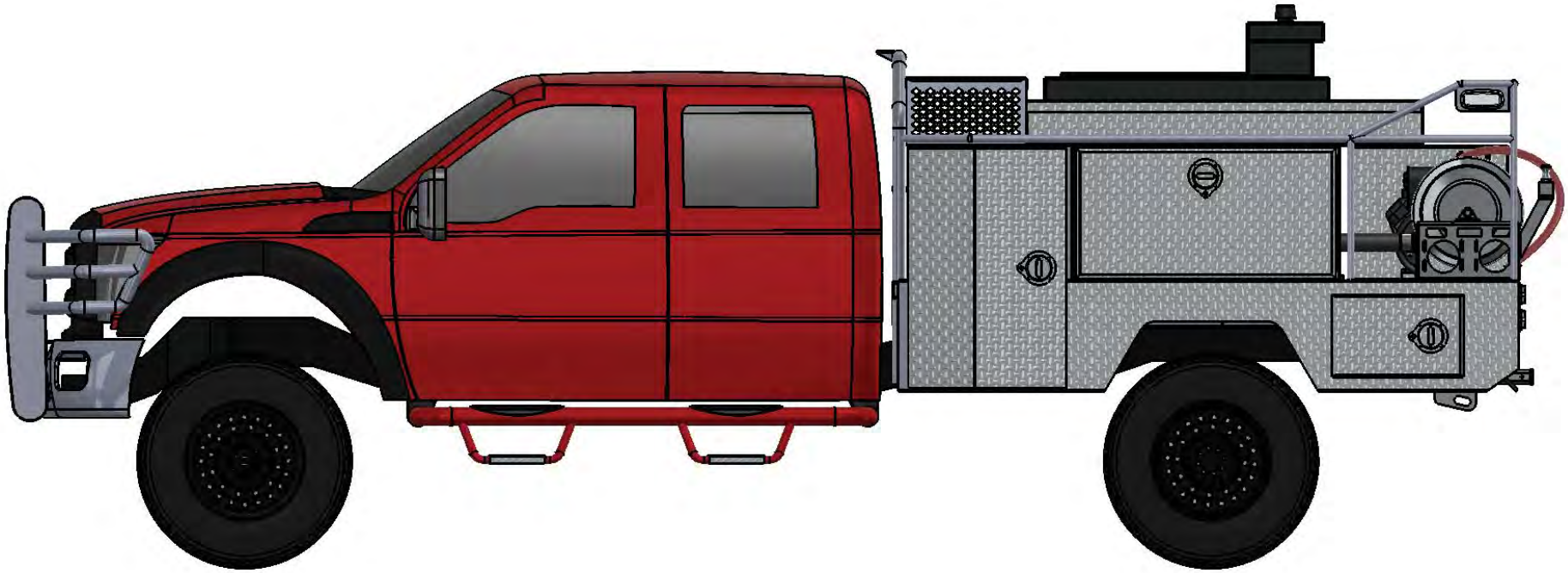

DRAWN BY: Hector G	TITLE:	Sacramento FD Driver Side	
PRINT DATE: 4/13/2015			
CREATED DATE: 4/13/15	DWG. NO.		SHEET 2 OF 6

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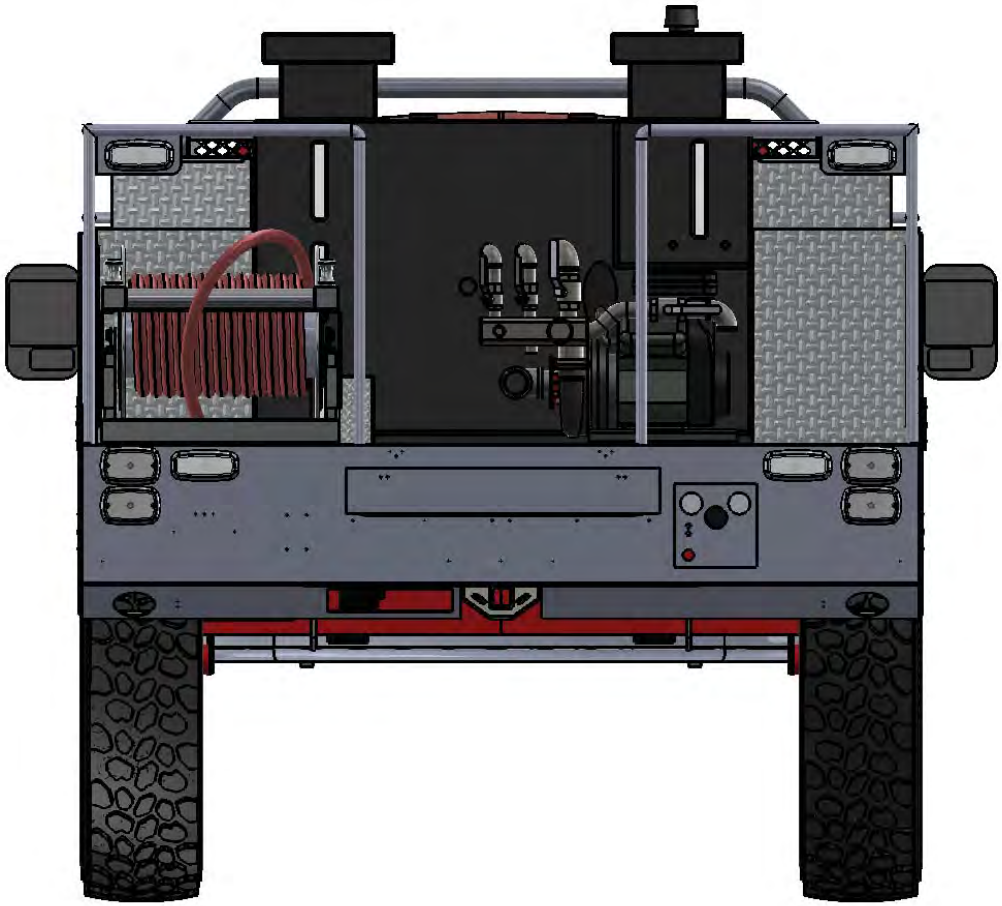

DRAWN BY: Hector G	TITLE: Sacramento FD Rear View		
PRINT DATE: 4/13/2015			
CREATED DATE: 7/30/2014	DWG. NO.	SHEET 3 OF 6	

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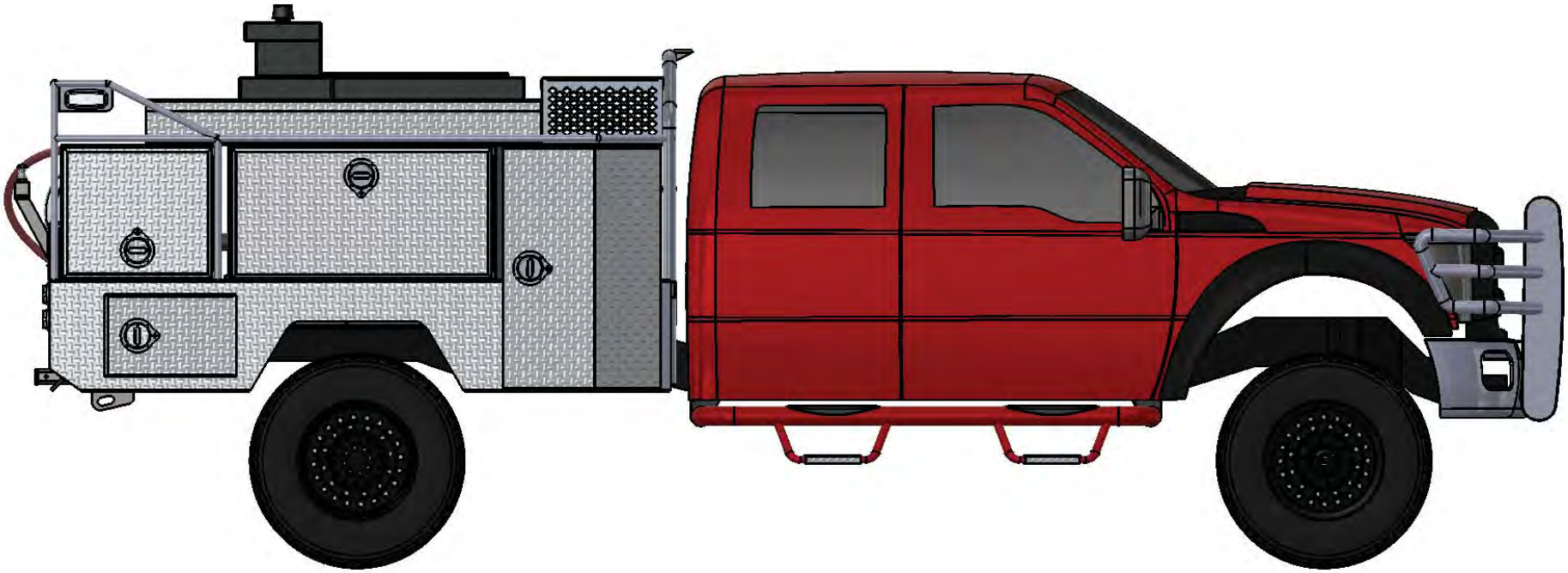

DRAWN BY: Hector G	TITLE:	Sacramento FD Passenger View	
PRINT DATE: 4/13/2015			
CREATED DATE: 7/30/2014	DWG. NO.		SHEET 4 OF 6

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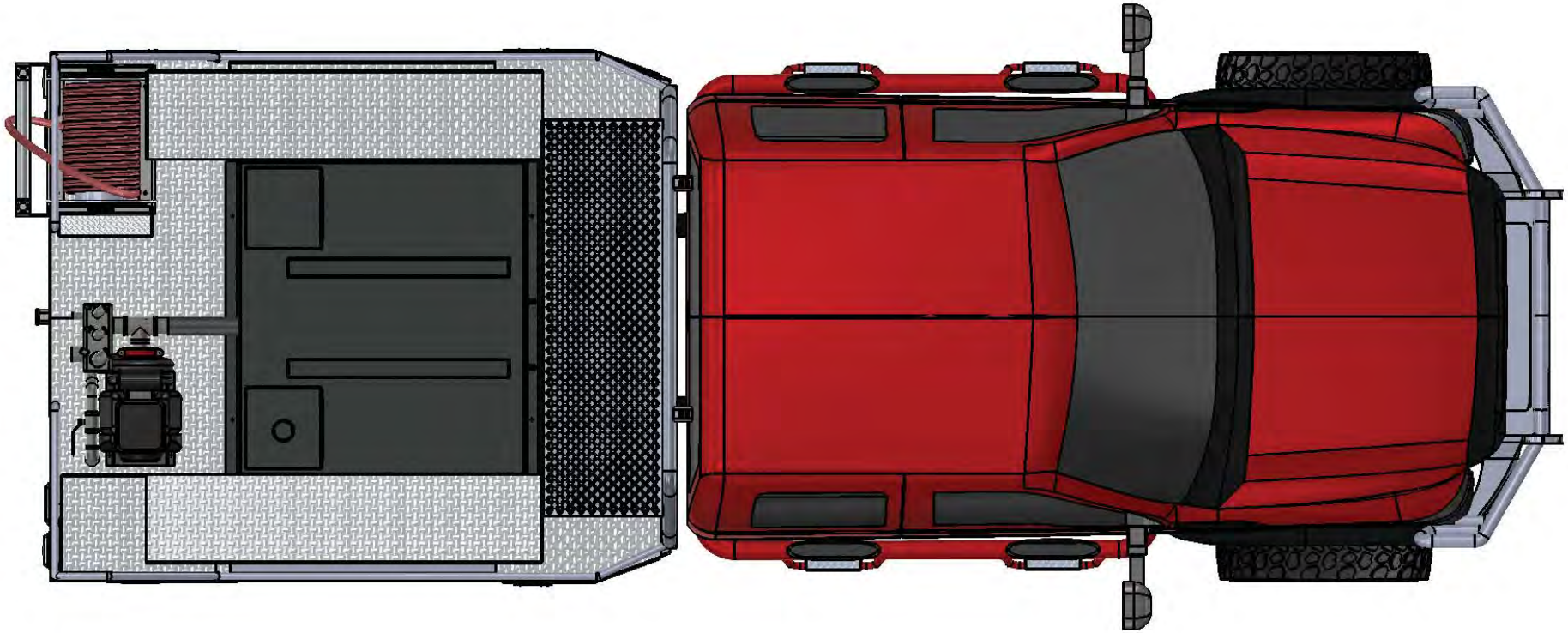

DRAWN BY: Hector G	TITLE:	Sacramento FD Top View	
PRINT DATE: 4/13/2015			
CREATED DATE: 7/30/2014	DWG. NO.		SHEET 5 OF 6

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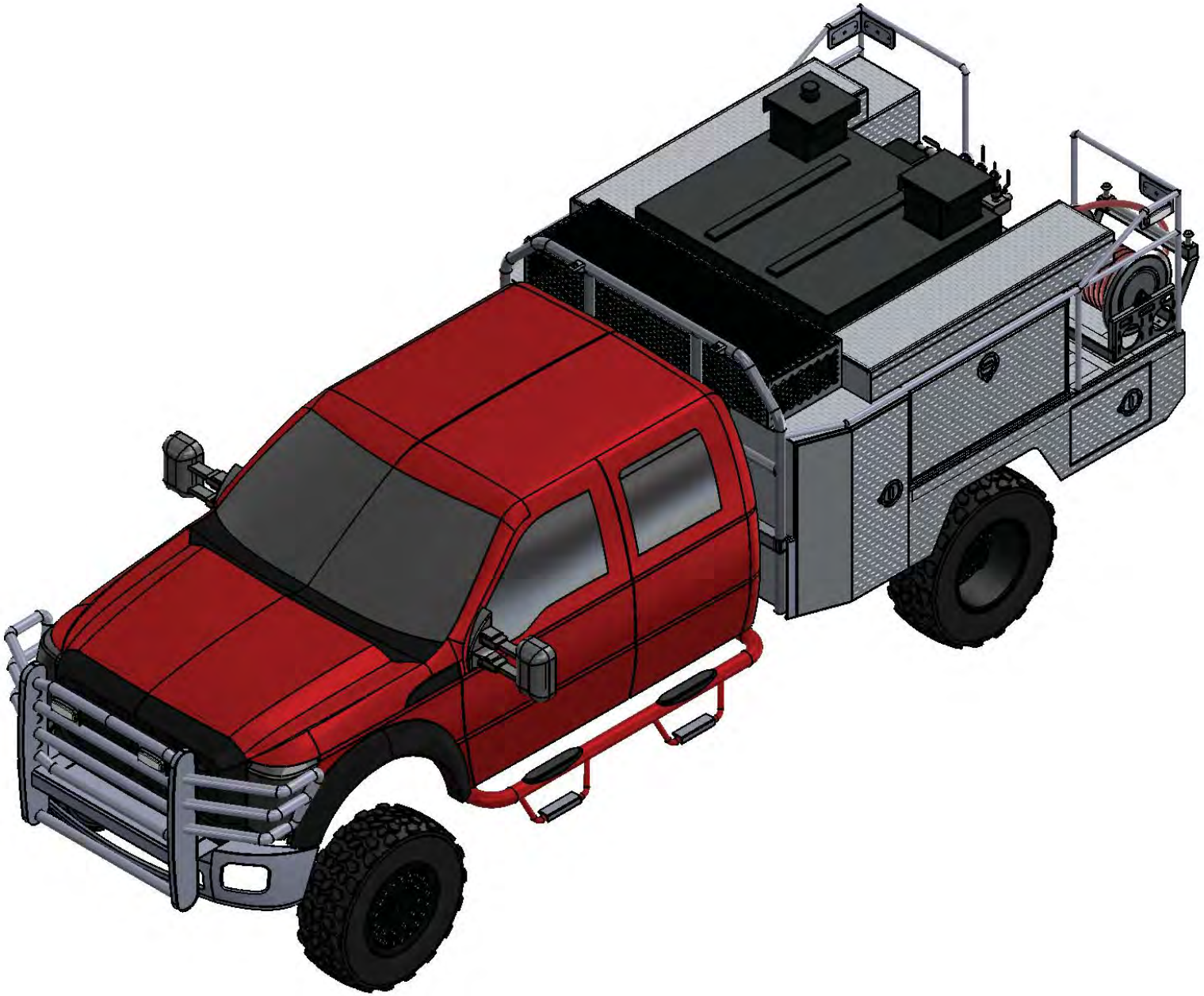

DRAWN BY: Hector G	TITLE:	Sacramento FD	
PRINT DATE: 4/13/2015			
CREATED DATE: 7/30/2014	DWG. NO.		SHEET 6 OF 6

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5 4 3 2 1

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING, INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing, Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the **"Contract"**), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER. CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Dec 20, 2013

Signed for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: _____

Printed Name & Title: Michael E. Pack VP Finance

Date: 12/19 2013

Attest for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: Mandy R. Vowell

Printed Name & Title: Mandy R. Vowell Executive Assistant

Date: 12/19 2013

Attachment A
Pierce Manufacturing, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-13

U. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
UA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 610,000.00
UA02	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 684,817.00
UA03	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 703,240.00
UA04	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	$ 804,930.00
UA06	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	$ 885,653.00
UA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 864,959.00
UA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	$ 996,580.00
UA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 951,663.00
UA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$ 901,810.00
UA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 114' Rear Mounted Telescopic, Articulating Platform	$ 1,308,114.00
B. Wildland Fire Apparatus (Brush Fire)		
UB03	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Flatbed	$ 109,888.00
UB05	Pierce Brush Fire Apparatus, Ford F550, Formed Aluminum Utility Body	$ 122,324.00
UB07	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	$ 324,942.00
C. Pumper Fire Apparatus		
UC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 196,514.00
UC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 198,338.00
UC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 199,023.00
UC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 205,619.00
UC05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 307,311.00
UC06	Pierce Arrow XT, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 393,280.00
UC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 445,411.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
UD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	$ 128,264.00
UD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 178,802.00
UD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 183,454.00
UD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 186,290.00
UD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 192,835.00
UD06	Pierce Saber, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 292,516.00

UD07	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in Body	$ 373,354.00
UD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 195,637.00
UD09	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 200,259.00
UD10	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 203,125.00
UD11	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 209,476.00
UD12	Pierce Saber 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$ 309,351.00
UD13	Pierce Arrow XT 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in Body	$ 401,562.00
E. Pumper/Tankers & Tankers		
UE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 196,506.00
UE02	International 2dr Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 199,334.00
UE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2100 water & 1000 pump	$ 199,216.00
UE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2100 water & 1000 pump	$ 205,925.00
UE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted	$ 334,265.00
UE06	Pierce Impel, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	$ 434,775.00
UE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 209,929.00
UE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 230,955.00
UE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$ 219,563.00
UE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	$ 228,527.00
UE11	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	$ 352,143.00
UE12	Pierce Impel, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Elliptical Tanker	$ 445,834.00

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

PROPOSAL FOR PIERCE® FIRE APPARATUS

City of Sacramento
5770 Freeport Blvd, Suite 2
Sacramento, CA 95822

DATE	October 15, 2015
QUOTE NO.	91015-15
EXPIRES	November 30, 2015
SALES REP.	Ryan Wright

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

OPTION A: FULL PAYMENT AT CONTRACT SIGNING

#	Description	Each	Extension
A	Four (4) Enforcer 1500 GPM Pumpers (HGAC FS12-13, UC06)	584,612.57	2,338,450.28
B	Factory Inspection Trip (2 trips, 5 SFD representatives)	3,500.00	14,000.00
C	Delivery / Dealer Preparation	4,250.00	17,000.00
D	DISCOUNT FOR FULL PAYMENT AT CONTRACT SIGNING	**(26,047.56)**	**(104,190.24)**
E	**SUBTOTAL**	**566,315.01**	**2,265,260.04**
F	State Sales Tax @ 8.50%	48,136.78	192,547.12
G	Performance Bond	1,800.34	7,201.36
H	***TOTAL PURCHASE PRICE***	***616,252.13***	***2,465,008.52***

OPTION A - FULL PAYMENT AT CONTRACT SIGNING TERMS AND CONDITIONS:

1) The Grand Total pricing is only valid if four (4) units are purchased at the same time, on the same contract (or purchase order).

2) The City of Sacramento pay the purchase price of **$2,465,008.52** for the Product within fifteen (15) calendar days of contract signing directly to Pierce Manufacturing Inc.

3) The proposed delivery timeframe for the Product will not begin until Pierce Manufacturing Inc. approves the contract and receives full payment of the purchase price of **$2,465,008.52**.

4) If payment of **$2,465,008.52** is late and if the City of Sacramento elects not to have the delivery extended, **$500.00** per calendar day will be added to the final invoice.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 315 TO 345 calendar days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at SACRAMENTO, CALIFORNIA.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Any Purchase Order (PO) issued as a result of this proposal should be made out to Pierce Manufacturing Inc.

Unless accepted by November 30, 2015, the right is reserved to withdraw this proposition.

Respectfully Submitted,

Authorized Sales Representative

Proposal for **City of Sacramento Fire Department**

Prepared by ***Golden State Fire Apparatus, Inc.***

10/15/2015 (REV2)

CITY OF SACRAMENTO FIRE DEPARTMENT

Specifications for FOUR (4) Pierce Enforcer 1500 GPM Pumpers (REV2)
October 15, 2015 (Quote Number 91015-15)

Golden State Fire Apparatus Inc is pleased to submit a proposal to City of Sacramento for four (4) **Pierce® Triple Combination Pumpers** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 60 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 51,000 apparatus, including more than 27,000 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 757,000 total square feet of floor space situated on approximately 97 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding

Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least ten (10) fire departments/municipalities that have purchased vehicles for a second time is provided.

FLUID SERVICING (Engine and Transmission)

Each apparatus will receive a fluid service prior to final delivery consisting of:

1. Change engine oil
2. Change engine filters
3. Change transmission fluid

The above items will be performed by the service center and prior to final delivery.

VEHICLE REGISTRATION

The dealer WILL apply for the title, secure vehicle registration, and obtain license plates for the purchaser through the Department of Motor Vehicles (DMV).

MODIFICATION

The purchaser, at any time prior to the delivery date specified on the contract or purchase order, may issue a written change order for any modification. Such modifications shall be the result of negotiation and agreement between both parties.

Oral change orders are not permitted. No change on this purchase order shall be made unless the purchaser gives its prior written approval by its authorized representative. The contractor shall be liable for all costs resulting from any unauthorized changes to the purchase order.

No change order shall be made unless it is documented in writing, signed by the contractor and countersigned by the purchaser.

PAYMENT

Terms of payment shall be 100% payment to be made within thirty (30) calendar days upon the completed apparatus departing the manufacturing facility (unless an alternative payment option is elected).

The date used as the basis for payment shall be the date that the completed apparatus departs the manufacturing facility.

DEALER PREPARATION

The dealer shall provide and/or complete the following services (if applicable to the specification):

- Proposal Compliance - Inspect apparatus for compliance with proposal.
- Fluid Levels - Inspect for correct capacities of the following: engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.
- Visual Inspection - Inspect tires and wheels for proper pressure and lug torquing. Tighten any loose hardware and repair reasonable paint scratches or chips. Lubricate valve rods and check doors for correct adjustment.
- Electrical Inspection - Operate all lights, sirens, and other electrical accessories.
- Pump Operation - Vacuum test the pump to hold for 15 minutes. After vacuum test, operate transfer valve and check pump shift.
- Leak Inspection - Fill water tank to check for leaks. Inspect water level gauge and check for calibration. Operate relief valve.
- Gauge Inspection - With caps loose, rapid test all individual gauges and main gauges for calibration.
- Foam System Inspection - Tighten caps and connect foam lines. Test selector, valves, metering valve and operation of foam system (including flush).
- Road Test - Run a road test with tank full. Empty tank, drain pump, and drain all lines when above steps are completed.
- Fuel Tank - Fuel tank shall be filled to capacity prior to final delivery.
- Cleaning / Detailing - The apparatus shall be thoroughly washed and detailed at the dealership prior to final delivery to the purchaser. This includes removal of any metal shavings.

The purchaser shall have the option to inspect the apparatus at the contractor's service facility prior to final delivery.

DELIVERY

All equipment / material, spare parts and supplies shall be delivered F.O.B. destination, delivery charges prepaid and added, to the following location:

City of Sacramento
Fleet Management
5730 24th Street, Bldg 1

Sacramento, CA 95822

TRAINING PROGRAM

After delivery the successful bidder shall provide a qualified and responsible instructor to familiarize the personnel in the basic operation of the apparatus and its components. An on-site structured program covering proper operation and preventative maintenance shall be presented.

The training sessions shall be scheduled at times mutually agreed upon between the bidder and the purchaser.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Golden State Emergency Vehicle Service Inc by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within fifty (50) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

COMMERCIAL GENERAL LIABILITY INSURANCE

Certification of insurance coverage will be enclosed.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2009 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2009, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

INSPECTION TRIPS

The bidder will provide two (2) factory inspection trips for five (5) City of Sacramento representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

PRODUCT CHANGES AND IMPROVEMENTS

Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.

PERFORMANCE BOND, 1 YEAR

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of

Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

MAXIMUM OVERALL HEIGHT

The maximum overall height of the apparatus will be 114.00" (9'-6.00").

MAXIMUM OVERALL LENGTH

The maximum overall length of the apparatus will be 367.25”.

WHEELBASE

The wheelbase of the vehicle will be 187.50”.

GVW RATING

The gross vehicle weight rating will be 43,500 lbs.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x .375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

The front tires will be Michelin 385/65R22.50 radials, 18 ply XFE wide base tread, rated for 19,840 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-24-160, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS
Oil seals will be provided on the rear axle.

REAR TIRES
Rear tires will be four (4) Michelin 12R22.50 radials, 16 ply "all position" XZE* tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE
All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT
There will be a VECSAFE LED tire alert pressure management system provided that will monitor each tire's pressure. A chrome plated brass sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start blinking.

MUD FLAPS
Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS
There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

AIR COMPRESSOR, BRAKE SYSTEM

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Bendix® brake treadle valve with vinyl covered foot surface
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel

- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Wire braided reinforced rubber brake lines will be provided for the chassis air brake system. This also includes the brake lines between the frame and brake chambers. The brake lines will not be painted.

Coupler fittings for chassis brake lines will be installed forward of the front axle. They will be a separation point for those air lines going to the cab. The air lines going into the cab will be nylon wrapped in loom.

AIR INLET/OUTLET

One (1) air inlet/outlet will be installed with the female coupling located on the driver side pump panel. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a needle valve.

A mating male fitting will be provided with the loose equipment.

The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.

MANUAL MOISTURE EJECTORS

Manual moisture ejectors for a single axle pumper reservoir capacity will be installed in the brake system.

The moisture ejector(s) will be remote mounted on the driver side of vehicle, as close to the edge of vehicle as possible.

A loop will be provided at the moisture ejector, to allow for ease of pulling the drain.

Each moisture ejector will have a label directly under the ejector, stating air tank drain.

Nylon tubing, .38" diameter, will be routed from the air tank to the moisture ejector. The nylon tubing will be covered with protective split loom.

The moisture ejector(s) will be provided on the each reservoir(s).

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	ISL9
Power:	450 hp at 2100 rpm
Torque:	1250 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2016
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	543 cubic inches (8.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the inlet of the selective catalytic reduction (SCR) device, and will be 4.00" in diameter. The exhaust system will include a diesel particulate filter (DPF) and an SCR device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and DPF to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the passenger side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply and return tanks will be made of heavy duty glass-reinforced nylon that will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturer's requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

TRANSMISSION

An Allison 5th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with red light and audible alarm will be installed on the cab dash.

TRANSMISSION SHIFTER

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.49 to 1.00
2nd	1.86 to 1.00
3rd	1.41 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
R	5.03 to 1.00

DOWNSHIFT MODE (w/engine brake)
The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 3rd gear, resulting in improved engine braking performance.

TRANSMISSION COOLER
A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

TRANSMISSION FLUID
The transmission will be provided with TranSynd, or other Allison approved TES-295 heavy duty synthetic transmission fluid.

DRIVELINE
Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft, slip joint will be coated with Glidecoat® or equivalent.

STEERING
Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL
The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

LOGO AND CUSTOMER DESIGNATION ON HORN BUTTON
The steering wheel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: CITY

The second row of text will be: OF

The third row of text will be: SACRAMENTO

FRONT BUMPER
A one (1) piece, ten (10) gauge 304-2B polished stainless steel bumper, minimum of 10.00" high, will be attached to the front of the chassis frame.

A 9.00" formed steel channel will be mounted directly behind bumper for additional strength.

FRONT BUMPER GRAVEL PAN
A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face.

FRONT BUMPER TOW EYES
Two (2) chrome tow eyes will be mounted through the front face of the bumper.

The inner and outer edges of the tow eyes will have a .25" radius.

Tow eyes will be mounted directly to the bumper frame.

Cutouts will be provided in the front face of stainless steel bumper to allow tow eyes to extend out the front.

The tow eyes will be designed and positioned to allow up to a 9,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.

FRONT BUMPER TOW ANCHORS
Two (2) fabricated steel tow anchors will be installed under the front of the chassis, attached to the front frame members. The tow anchors will not be used for lifting of the apparatus.

FRONT BUMPER LICENSE PLATE BRACKET
A non-illuminated license plate bracket will be mounted on the front bumper. The bracket will be formed from bright stainless steel.

CAB
The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be

constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 54.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

ENGINE TUNNEL SCUFFPLATE

A bright aluminum treadplate scuffplate will be provided on the entire rear vertical surface of the engine tunnel.

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location. A "cab unlocked" indicator light will be located at the controls that will indicate when the cab is not in the locked position for safe road travel.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the right side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

CAB LIFT INTERLOCK

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

MIRRORS

A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 37.50" wide x 75.50" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 75.50" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

DOOR PANELS

The inner cab door panels will be constructed out of brushed stainless steel.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately half a second.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height. A slip-resistant handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.

The vertical surfaces of the step well will be painted.

CAB STEP LIGHTS

There shall be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.

In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights shall be activated when the battery switch is on and the adjacent door is opened.

CAB FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

GRAB HANDLES (INTERIOR CREW CAB DOORS)

A black rubber covered grab handle will be mounted on the door post of the driver's and passenger's side crew cab door to assist in entering the cab. The grab handle will be securely mounted to the hinge side of the door frame.

WINDOW TINT

Crew cab door roll-up windows will be provided with increased tint to 14 percent to reduce light transmission. The following windows are included:

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The officer side dash will be a flat faced design to provide easy maintenance and will be constructed out of painted aluminum.

The instrument cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument cluster.

The engine tunnel will be painted aluminum to match the cab interior.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on aluminum sheet and securely fastened to interior cab ceiling.

Forward portion of cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be dark silver gray.

CAB INTERIOR PAINT

A rich looking interior will be provided by painting all the metal surfaces inside the cab fire smoke gray, vinyl texture paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

CAB DEFROSTER

To provide maximum defrost and heating performance, a 43,500 BTU heater-defroster unit with 350 CFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the vacuum formed instrument panel. For easy access, a removable vacuum formed cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

CAB/CREW CAB HEATER

Two (2) 44,180 BTU auxiliary heaters with 276 CFM (each unit) of air flow will be provided inside the crew cab, one (1) in each outboard rear-facing seat riser. The heaters will include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters will be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum will be incorporated in the cab structure that will transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters will be controlled by a single integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear simultaneously. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature.

AIR CONDITIONING

A high performance, customized air conditioning system will be furnished inside the cab and crew cab.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit within 30 minutes at 50 percent relative humidity. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A radiator mounted condenser with a 59,644 BTU output that meets and exceed the performance specification will be installed. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable.

One (1) evaporator unit will be installed in the center roof with two (2) cores, one (1) for the cab and one (1) for the crew cab. The evaporator unit will have an adequate BTU rating to meet the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Four (4) will be directed towards the driver's location
- Four (4) will be directed towards the officer's location
- Seven (7) will be directed towards the crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by a single electronic control panel. For ease of operation, the control panel will include variable adjustment for temperature and fan control and be conveniently located on the dash in clear view of the driver.

SUN VISORS

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHT

An engine compartment light will be installed under the engine hood, of which the switch is an integral part. Light will have a .125" diameter hole in its lens to prevent moisture retention.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

GLOVE DISPENSER BOX, SINGLE

There will be two (2) storage boxes designed to hold and dispense boxes of latex gloves provided.

Each box will be constructed of aluminum and located as directed at pre-construction.

Each storage box will be 10.00" wide x 5.00" deep x 3.50" high and painted to match the cab interior. A slot will be provided on the top of each box to dispense the gloves.

GLOVE DISPENSER BOX, TRIPLE

There will be one (1) storage rack(s) provided, designed to hold and dispense three (3) boxes of latex gloves.

The rack will be constructed of aluminum and located as directed at pre-construction. The rack will be painted to match the cab interior.

Each individual storage box will be 5.00" wide x 3.50" deep x 10.00" high. A slot will be provided on the front of each box to dispense the gloves.

MAP BOX

A map box with five (5) bins, open at the top, will be installed mount at pick up. Each bin will be 12.50" wide x 3.00" high x 12.00" deep and will slant 30 degrees from horizontal. The map box will be constructed of .125" aluminum and will be painted to match the cab interior.

SEATING CAPACITY

The seating capacity in the cab will be six (6).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

OFFICER RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with a chrome plated lift and turn latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING DRIVER SIDE EMS COMPARTMENT

A rear facing EMS compartment will be provided in the crew cab at the driver side outboard position. The compartment will be mounted off the edge of the seat riser so that it is flush with the crew cab door jamb.

The compartment will be 24.50" wide x 34.00" high x 22.00" deep.

The compartment will provide access from outside the cab only with a double pan lap style door having a clear door opening of 17.00" wide x 26.00" high. The door will include a non-locking D-ring latch and will be located on the side of the cab over the wheelwell.

The compartment will be constructed of smooth aluminum and painted to match the cab interior. The exterior door will be painted to match the cab.

There will be two (2) white Amdor, LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

REAR FACING PASSENGER SIDE EMS COMPARTMENT

A rear facing EMS compartment will be provided in the crew cab at the passenger side outboard position. The compartment shall be mounted off the edge of the seat riser so that it is flush with the crew cab door jamb.

The compartment will be 24.50" wide x 34.00" high x 22.00" deep.

The compartment will provide access from outside the cab only with a double pan lap style door having a clear door opening of 17.00" wide x 26.00" high. The door will include a non-locking D-ring latch and will be located on the side of the cab over the wheelwell.

The compartment will be constructed of smooth aluminum and painted to match the cab interior. The exterior door will be painted to match the cab.

There will be two (2) white Amdor, LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

MATTING IN EMS COMPARTMENT

Vinyl grating will be provided in two (2) EMS compartments, one in each rear facing EMS compartment. . Tile color will be red. The vinyl grating will be 0.50" thick and be cross bonded by 0.25" diameter ribbed sections spaced for aeration. The trim edge will not be installed at the edge of the tile.

Turtle Tile vinyl matting will be provided in two (2) EMS compartment shelves, one in each rear facing EMS compartment. . Tile color will be red. The matting will be 0.50" thick and be cross bonded by 0.25" diameter ribbed sections spaced for aeration.

EMS COMPARTMENT SHELVING

There will be two (2) shelves provided. Each shelf will be constructed of 0.090" aluminum with a 1.25" up-turned lip. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be one (1) shelf in the driver side rear facing EMS cabinet and one (1) shelf in the passenger side rear facing EMS cabinet.

FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing, foldup seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be a minimum of 15.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

FORWARD FACING CENTER SEAT

There will be one (1) forward facing seat provided at the center position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushion designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing, foldup seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be a minimum of 15.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

SEAT UPHOLSTERY

All seat upholstery will be gray woven with black Imperial 1200 material.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, will not be acceptable.

There will be a quantity of four (4) SCBA brackets.

SEAT BELTS

All seating positions will be furnished with a three (3)-point, shoulder type red seat belt. Each seat belt will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The belts will also include the Ready Reach® D-loop assembly to the shoulder belt system. The Ready Reach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that shall activate an alarm indicating a seat is occupied but not buckled.

SEAT BELT MONITORING ON COMMAND ZONE COLOR DISPLAY

A seat belt monitoring screen will be provided on the Command Zone, color display. The system will be capable of monitoring up to ten (10) seating positions in the cab with green and red seating icons illuminated as follows:

- Seat Occupied & Buckled = Green
- Seat Occupied & Unbuckled = Red

- No Occupant & Buckled = Red
- No Occupant & Unbuckled = Not Illuminated

The seat belt monitoring screen will become active on the Command Zone, color display when:

- The park brake is released:
  - and there is any occupant seated but not buckled or any belt buckled without an occupant:
  - and there are no other Do Not Move Truck conditions present. As soon as all Do Not Move Truck conditions are cleared, the seat belt monitoring screen will be deactivated.

The seat belt monitoring screen will be manually selected anytime the Command Zone, color display is powered.

AUDIBLE ALARM

The seat belt monitoring screen will be accompanied by an audible alarm that will activate when a red seat icon condition exists and the parking brake is released.

HELMET STORAGE, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 14.1.8.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) Weldon 808* series, dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

STREAMLIGHT SURVIVOR FLASHLIGHTS

There will be four (4) Streamlight, Model Survivor 90503, LED flashlights with chargers and AC/DC chords provided and installed as directed at pre-construciton.

STREAMLIGHT VULCAN FLASHLIGHTS

There will be 12v Streamlight, model #44001, Vulcan lights mounted (1) each on inboard face of the rear facing EMS cabinets with bottom of charger base flush with "defroster riser". Lightheads are to point up towards the ceiling (SEE PHOTO) JPEG 0008. There will be two (2) lights provided and will be yellow in color.

CAB INSTRUMENTATION

The cab instrument panel will be a molded ABS panel and include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

GAUGES

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low fuel (1/32 full)
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

INDICATOR LAMPS

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable
- Check engin
- Check trans (check transmission
- Aux brake overheat (Auxiliary brake overheat
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)

- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

ALARMS

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

INDICATOR LAMP AND ALARM PROVE-OUT

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

CONTROL SWITCHES

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by a single Emergency Master switch which controls all emergency warning lights including lightbars, cab warning lights, body warning lights and high beam flash.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

CUSTOM SWITCH PANELS

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

DIAGNOSTIC PANEL

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- Engine diagnostic switch (blink codes flashed on check engine telltale indicator)
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

CAB LCD DISPLAY

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

There will be a Whelen, Model VTX609R, red LED indicator light with chrome trim located in the driving compartment. This light will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)

- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Hatch Door Open
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.

SPARE CIRCUIT #1

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 30 amps at 12 volts DC.

- Power and ground will terminate from the radio transceivers on one end (on wall behind officer's seat) to the control heads on the other end (overhead panel above the officer). Provide 12.00" minimum of slackon each end of the cable run.
- Termination will be with heat shrinkable butt splicing.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT #2

There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate to be determined at pre-construction
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT #3

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate on the outside wall adjacent to the far PS forward facing seat and up high. Provide 12" of slack (this is for the Advance Tech conditioning charger bank to be installed at a later date).
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

CUSTOMER SUPPLIED RADIO WIRING

There will be two (2) 12 volt combination wiring leads of which each will include one (1) battery switched, one (1) ignition and one (1) negative for use with radio equipment.

Each lead will be 18.00" long and be provided from the main power bus on one end to the radio transceiver on the other end (on wall behind officer's seat). The leads will be clearly marked in a coil and terminate with butt splices.

A breaker rated for 30 amps will be provided for circuit protection of the battery switched lead with a minimum of 10 gauge wire.

A breaker rated for 7.5 amps will be provided for circuit protection of the ignition lead.

The wires will be colored coded as follows:

- red for battery switched
- yellow for ignition
- black for ground

PROGRAMMABLE REMOTE CONTROL

There will be a wired remote control integrated into the switch panel centered above instrument panel location #3. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.

RADIO WITH CD PLAYER

A Panasonic AM/FM stereo radio with compact disc player will be included.

The compact disc stereo radio will be mounted within reach of the driver.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system

- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

HOME/TRANSIT SCREEN

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if equipped)
- Foam Level (if equipped)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

ON SCENE SCREEN

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel

- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

VIRTUAL BUTTONS

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

PAGE SCREEN

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number
      - Module Version
      - Input or output number

            - Circuit number connected to that input or output
            - Status of the input or output
            - Power and Constant Current module diagnostic information
        - Foam (if equipped)
        - Pressure Controller (if equipped)
        - Generator Frequency (if equipped)
    - Live Data
        - General Truck Data
- Maintenance
    - Engine oil and filter
    - Transmission oil and filter
    - Pump oil (if equipped)
    - Foam (if equipped)
    - Aerial (if equipped)
- Setup
    - Clock Setup
    - Date & Time
        - 12 or 24 hour format
        - Set time and date
    - Backlight
        - Daytime
        - Night time
        - Sensitivity
    - Unit Selection
    - Home Screen
    - Virtual Button Setup
    - On Scene Screen Setup
    - Configure Video Mode
        - Set Video Contrast
        - Set Video Color
        - Set Video Tint
- Do Not Move
    - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicate
        - Driver Side Cab Door
        - Passenger's Side Cab Door
        - Driver Side Crew Cab Door
        - Passenger's Side Crew Cab Door

        - Driver Side Body Doors
        - Passenger's Side Body Doors
        - Rear Body Door(s)
        - Ladder Rack (if applicable)
        - Deck Gun (if applicable)
        - Light Tower (if applicable)
        - Hatch Door (if applicable)
        - Stabilizers (if applicable)
        - Steps (if applicable)
- Notifications
    - View Active Alarms
        - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
        - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)

Button functions and button labels may change with each screen.

VEHICLE DATA RECORDER

A vehicle data recorder (VDR) will be provided. The VDR will be capable of reading and storing vehicle information.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus will include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position (7-12 Seating Capacity)
- Seat Belt Buckled Status - Yes/No by Position (7-12 Seating Capacity)

- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

INTERCOM SYSTEM

There will be a six (6) position intercom system with dual radio interface capability at the driver, officer, and pump positions, with remote radio push to transmit buttons for the driver and officer located as directed at pre-construction. Three (3) crew cab positions at three (3) forward facing seats , will have radio listen / intercom only.

The following David Clark components will be supplied with this system:

- Two (2) U3805 Radio cord junction modules
- Three (3) U3816 Radio interface modules (Driver, Officer, Pump)
- Four (4) Remote Push To Transmit kits (2 Driver, 2 Officer)
- One (1) U3800 Intercom unit. (2 adjacent crew)
- One (1) C3820 Power cable
- One (1) U3801 Remote headset station (1 crew)
- All necessary station cables and connectors

RADIO INTERFACE NOT REQUIRED

The apparatus manufacturer will not provide a radio/intercom interface.

UNDER THE HELMET HEADSET

There shall be five (5) under the helmet headset(s) provided driver, officer and 3 crew.

Each David Clark, Model H3342, headset shall feature:

- 5' Coiled cord
- M1/DC microphone
- Chrome microphone boom rotates 200 degrees for left or right dress
- Microphone on/off button
- Foam ear-seals

HEADSET HANGERS

There will be five (5) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat and passenger's side outboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

COMPLETE MDT INSTALLATION

There will be one (1) customer supplied Mobile Data Terminal (MDT), Docking station, Mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers

preferred installer to be installed as directed at pre-construciton. Specific shipping requirements will be followed.

TIC CHARGER INSTALLATION

There shall be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed as directed at pre-construction.

Specific shipping requirements will be followed.

RADIO ANTENNA MOUNT

There will be four (4) standard 1.125", 18 thread antenna-mounting base(s) installed at least 18.00" from other antennas or roof mounted objects. IMPORTANT: All antenna cabling should be loosely run with minimal bending, and encased in protective loom in areas of abrasive or sharp objects on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the officer seat. A weatherproof cap will be installed on the mount.

COMBO ANTENNA

There will be one (1) Antenna Plus, Model AP-NAV-CWG, bolt on, low profile antenna(s) for Cellular, PCS, WiFi, LTE, and GPS, installed on the cab roof. The antenna color will be white. The cables will be routed within the cab to the as directed at pre-construction, as directed at pre-construction, and the as directed at pre-construction.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

SOLID-STATE CONTROL SYSTEM

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

CIRCUIT PROTECTION AND CONTROL DIAGRAM

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS

Advanced on-board diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

PROGNOSTICS

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events (no exceptions).

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

ADVANCED DIAGNOSTICS

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

TECH MODULE WITH WIFI

An in cab module will provide Wifi wireless interface and data logging capability. The Wifi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a wifi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

VOLTAGE MONITOR SYSTEM

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

POWER AND GROUND STUDS

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

ENHANCED SOFTWARE

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

EMI/RFI PROTECTION

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be six (6) 12 volt Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 5700 CCA at 0 degrees Fahrenheit
- -140 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be a Newmar, Model EV-40, battery charger with a Newmar, Model 023-5353-1, meter indicating the state of charge.

The vehicle battery output will be capable of supplying up to 40 amps for charging the batteries. The charger will include a 15 amp battery saver connection to charge hand lights, batteries, radios or power a 12 volt compressor.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

Battery charger will be located in the cab EMS compartment, mounted driver's side.

The battery charger indicator will be located in the driver's step area.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.

ALTERNATOR

A Leece-Neville, Model 4962PA, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reduces the electrical load in the event of a low voltage condition, and automatically restores the shed electrical loads when the low voltage condition expires. This ensures the integrity of the electrical system. The ELM will monitor the vehicle's voltage while at the scene (parking brake applied).

The system will include the following features:

- System voltage monitoring.
- Load Managing will not start for 30 seconds after engine start up.
- Five (5) minute cycle time, to prevent load activation and quick deactivation.

- Automatic High Idle Activation, to activate before any electric loads are shed and deactivate with the service brake.
- If enabled, Load Man Hi-Idle On will display on the information center.Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center shows system voltage.
- Green indicator in the Indicator Light display, Load Manager is active.

The information center includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
- ON = not shed
- SHED = shed
- OVRD = overridden

SEQUENCER

A warning light sequencer will be provided that automatically turns the emergency lights on and off in a preset sequence.

The sequencer will be wired in conjunction with the emergency master light switch.

When the switch is activated the lights will be turned on in sequence one by one at 1/2 second intervals thereby protecting the alternator from power surges. Sequenced light switch LED's will flash while waiting for activation.

When turned off, the same process will deactivate the warning lights in sequence to allow a gradual decrease in alternator output, rather than dumping the load.

The on/off switch for this system will be removed.

HEADLIGHTS

There will be four (4) JW Speaker®, rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- The outside light on each side will contain a Model 8800-12V - DOT/ECE LB LED, low beam module.
- The inside light on each side will contain a Model 8800 -12V - DOT/ECE HB LED, high beam module.

DIRECTIONAL LIGHTS

There will be two (2) Whelen, Model 60A00TAR, amber LED populated arrow directional lights provided on the front of the cab, above the headlights. Each light will be housed in the same quad common bezel as the front warning light.

ADDITIONAL DIRECTIONAL LIGHT

There will be two (2) Whelen, Model 60A00TAR, amber LED populated arrow directional lights provided exterior back of the cab, one (1) on each side.

Each light will be surface mounted in a 15 degree angle bracket.

INTERMEDIATE LIGHT

There will be two (2) Truck-Lite, kit number 30080Y with Model 30279Y 2.24" round LED lamps, gray flanges and plugs mounted, one (1) each side in the rear fender panel. The light will double as a turn signal and marker light. This installation will include a stainless steel cover.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 35200R, LED lights used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 35200R, LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 35200R, LED lights installed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

RUBBER ARM MARKER LIGHTS

There will be one (1) pair of amber and red, Britax, Model L427.203.L12, LED marker lights with rubber arm, located one (1) each side at the rear of the body aft of the D1/P1 roll-up doors. The amber lens will face the front and the red lens will face the rear of the truck and be the most rearward marker light.

These lights will be activated with the running lights of the vehicle.

REAR FMVSS LIGHTING

There will be the following stop/tail and directional lighting provided at the rear of the truck:

- Two (2) Whelen®, Model 60BTT*, red LED stop/tail lights with color lenses
- Two (2) Whelen, Model 60A00TAR, amber LED directional lights

- Two (2) Whelen Model 60J000CU backup lights will be provided.

The lights shall be mounted in a polished combination housing.

LICENSE PLATE BRACKET
There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL
Two (2) Whelen, Model CAST4V, four (4) light aluminum housings will be provided for mounting four (4) Whelen 600 lights.

BACK-UP ALARM
A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

INTERLOCK NFPA MIDSHIP LIGHTS
The NFPA midship lights will be disabled when the pump is put into gear. The lights will be disabled to allow the pump operator to work at the pump panels without the interference from the flashing lights.

WARNING LIGHT FLASH PATTERN
The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.

CAB PERIMETER SCENE LIGHTS
There will be four (4) Amdor LumaBar H2O, Model AY-9500-020, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS
There will be two (2) Amdor LumaBar H2O, Model AY-9500-020, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor LumaBar H2O™, Model AY-9500-020, 20.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

BODY STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

12 VOLT LIGHTING, VISOR

There will be one (1) Whelen® Pioneer™, Model PCP2*, 12 volt LED combination spot/flood light(s) provided on the front visor, centered.

The painted parts of this light assembly to be white.

The light(s) will be controlled by a switch at the driver's side switch panel AND a switch at the pump operator's panel.

These light(s) may be load managed when the parking brake is set.

12 VOLT LIGHTING, DS REAR OF CAB

There will be one (1) Whelen Model PCP2P, 12 volt DC LED combination spot/floodlight(s) installed on the apparatus.

The painted parts of this light assembly to be white.

The lights will be installed on extendable poles driver's side rear of cab with the lighthead just above the level of the cab so that the lights can be stored facing out to the sides of the vehicle Photo 6811.

The light(s) to be installed on a side body/surface mount push-up pole(s).

The length of the outside pole to be 12.00".

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The light pole(s) to be installed with handle holder(s) and a not stowed sensor connected to the Do Not Move Truck Indicator Light in the cab.

The lights will be controlled by a switch at the driver's side switch panel AND a switch at the pump operator's panel.

These light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING, PS REAR OF CAB

There will be one (1) Whelen Model PCP2P, 12 volt DC LED combination spot/floodlight(s) installed on the apparatus.

The painted parts of this light assembly to be white.

The lights will be installed passenger's side rear of cab with the lighthead just above the level of the cab so that the lights can be stored facing out to the sides of the vehicle Photo 6811.

The light(s) to be installed on a side body/surface mount push-up pole(s).

The length of the outside pole to be 12.00".

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The light pole(s) to be installed with handle holder(s) and a not stowed sensor connected to the Do Not Move Truck Indicator Light in the cab.

The lights will be controlled by a switch at the driver's side switch panel AND a switch at the pump operator's panel.

These light(s) may be load managed when the parking brake is applied.

FENDER SCENE LIGHTS

There will be two (2) Ziamatic, Model ZQL-SS-LED, LED scene light(s) with stainless steel housing, installed on the side of the apparatus, one (1) each side in the rear fender area low, Note there is to be one switch provided for both options (#0550452 and #0542284) to control both sets of lights. Lights are also to point downwards Photo 6825.

A control for the light(s) selected above will be a switch at the driver's side switch panel

These lights may be load managed when the parking brake is set.

REAR WORK AREA LIGHTS

There will be two (2) Whelen®, part number 01-066C520-10, 3.00" x 7.00" white LED scene lights installed at the rear of the vehicle, under the tailboard, facing the rear. The lights will have 12 white

LEDs and have no internal optics. The lights will be mounted on brackets below the truck so as to not interfere with the angle of departure.

The lights will be controlled when the parking brake is applied.

HOSE BED LIGHTS

There will be Amdor LumaBar H2O, Model AY-9500-0**, white 12 volt DC LED light strips provided to light the hose bed area.

- Light strip(s) will be installed the entire length of the driver's side of the hose bed.
- Light strip(s) will be installed the entire length of the passenger's side of the hose bed.

The lights will be activated when the hosebed cover is raised.

WATER TANK

Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that is 8.00" long x 8.00" wide x 6.00" deep will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

Two (2) sleeves will be provided in the water tank for a 3.00" pipe to the rear.

HOSE BED

The hose bed will be fabricated of 12-gauge galvanneal steel.

The sides will not form any portion of the fender compartments.

Standard hose bed width will be minimum of 68.00" inside.

Upper and rear edges of side panels will have a double break for rigidity, a split tube finish will not be acceptable.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

Hose bed will accommodate (from right to left): 450' x 3.00" D.J.C.R.L / 450' x 2.50" D.J.C.R.L /1000' x 5.00" D.J.C.R.L .

HOSEBED DIVIDER

Two (2) adjustable hosebed dividers will be furnished for separating hose.

The height of the hose bed divider(s) will be 24.00".

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

There shall be one (1) additional dividers furnished for separating hose. These dividers shall be approximately 15.00" high. The rear 24.00” upper section shall be cut off.

Each divider will be constructed of a .25" brushed aluminum sheet.

Divider will be held in place by tightening two (2) bolts, one (1) at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

HOSE BED COVER

A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down with the center of the cover supported by a stationary bridgework support. Passenger's side cover will open first and the driver’s side to open second.

The cover shall be reinforced so that it can support the weight of a man walking on the cover.

If access to water tank fill tower is blocked by the hose bed cover, then a hinged door shall be provided in it so that tank may be filled without raising cover doors.

Chrome grab handles and four (4) gas filled cylinders with metal ends will be provided to assist in opening and closing the cover. A positive stay arm will be provided at the front of the cover.

HOSE BED END FLAPS

A red vinyl flap shall be installed on the rear of the bright aluminum treadplate hose bed cover. The vinyl cover shall be install directly to the aluminum treadplate cover in place the rear bridgework. An aluminum angle shall be attached to the bottom of the aluminum cover that extends approximately 2.00" past the bridgework. The vinyl cover then shall be attached to the inside of the aluminum angle. The vinyl flap must be able to move with the aluminum cover while it is being raised and lowered.A total of four (4) hooked loop bungie cord hold down straps, two (2) per flap shall be provided.

RUNNING BOARDS

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

RUNNING BOARD HOSE TRAYS

Two (2) hose trays will be recessed one (1) in each side running board.

Capacity of the tray will be 30' of 5.00".

Rubber matting will be installed on the floor of the tray to provide proper ventilation.

Two (2) hose trays will have two (2) 20" Velcro straps to secure items located in the hose tray. The location will be one (1) in each side running board.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

TOW BAR

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

COMPARTMENTATION

Body and compartments will be fabricated of galvanneal steel.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Compartment flooring will be 12 gauge and of the sweep out design, with the floor higher than the compartment door lip.

The compartment door opening will be framed by flanging the edges in 1.75" and bending out again .75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate, or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear, and outward side. These covers will have the corners TIG welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper, a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails, which is the strongest component of the chassis and designed for sustaining maximum loads.

The support system will include .375" thick steel vertical angle supports bolted to the chassis frame rails with .625" diameter bolts.

Attached to the bottom of the steel vertical angles will be horizontal angles, with gussets welded to the vertical members, which extend to the outside edge of the body.

A steel frame will be mounted on the top of these supports to create a floating substructure, which results in a 500 lb equipment support rating per lower compartment.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the cab, body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00", simulating the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn while at 20 mph, simulating aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph, on rough pavement.

Evidence of actual testing techniques will be made available upon request.

COMPARTMENTATION, DRIVER'S SIDE

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 57.25" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 28.75" wide x 57.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 25.38" high x 12.00" deep. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 58.25" wide x 25.12" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.50" wide x 58.25" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 44.75" wide x 58.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

COMPARTMENTATION, PASSENGER'S SIDE

A roll-up door compartment in the lower area ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 26.00" high x 25.88" deep. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 28.75" wide x 25.87" high. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A roll-up door compartment in the lower area behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.50" wide x 26.00" high x 25.88" deep. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 46.00" wide x 25.87" high. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP DOOR, SIDE COMPARTMENTS

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, an anodized satin finish and manufactured by A&A Manufacturing (Gortite).

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from plus 300 to minus 40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

COMPARTMENTATION, REAR

A rollup door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 40.63" high x 25.88" deep in the lower 32.38" of height and 15.75" deep in the remaining upper portion. The depth of the compartment will be calculated with the compartment door closed.

For a chassis with a rear mounted fuel tank, a louvered removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be 33.25" wide x 32.38" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP DOOR, REAR COMPARTMENT

There will be a rear rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by A&A Manufacturing (Gortite).

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from plus 300 to minus 40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

DOOR GUARD

There will be six (6) compartment doors that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed all body compartments.

COMPARTMENT LIGHTING

There will be six (6) compartments with Amdor, Model AY-9220, white 12 volt DC LED compartment light strips. The lights will be mounted with mechanical fasteners.

There will be two (2) strip lights installed vertically in each compartment opening per the latest NFPA requirements.

The lights will be activated when the battery switch is on and the respective compartment door is opened.

MOUNTING TRACKS

There will be six (6) sets of tracks for mounting shelf(s) in D3, D2, D1, R1, P1 and P2. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be unpainted with a natural finish.

ADJUSTABLE SHELVES

There will be eight (8) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted to match the compartment interior. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location will be one in P1 lower 12 1/16" frome tile, one in P2 lower 14 3/16" from tile, two upper D1, one in D2 7 1/4" from tile, two in upper D3 & and 1 in R1 19 11/16" from the tile .

SLIDE-OUT ADJUSTABLE HEIGHT TRAY

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be sized as large as possible to fit the compartment. The tray will be constructed of aluminum painted to match compartment interior.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The tray(s) will be located lower D3 per Photo 6849.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be one (1) floor mounted slide-out tray(s) with 2.00" sides provided D1 Per Photo 6846. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted to match compartment interior.

The trays will be designed for maximum compartment width and depth.

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

MATTING, COMPARTMENT SHELVING

Turtle Tile compartment matting will be provided in seven (7) shelves. The locations are, all adjustable shelves (8 total) and all slide-out trays (2 total) Per Photo #6826, 6835, 6846, and 6849.

The color of the Turtle Tile will be red.

MATTING, COMPARTMENT FLOOR

Turtle Tile compartment matting will be provided in five (5) compartments on the compartment floor. The locations are, D2, D3, R1, P1 & P2 per Photo #6826, 6835, 6846, and 6849.

The Turtle Tile will be red and the leading edge of the matting will include the beveled edge. The beveled edge will be red.

BACKBOARD STORAGE

A transverse area over the pump and rearward of the crosslays will hold one (1) storage trough.

A blister will be supplied at each side to enclose the backboards due to their length.

The backboards will be accessible from either side of the vehicle through the polished stainless steel door(s) with a pair of lift and turn latches.

The size of the backboard(s) to be stored will be 74" L X 18" W X 3" thick clear inside dimension. Photo 6809.

CARGO FLOOR ACCESS PANEL

The bright aluminum treadplate flooring on the driver's side of the cargo compartment will be hinged with quarter turn latches for access to the pump and plumbing.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be installed between the body and the crown to seal the seam and restrict moisture from entering.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

HARD SUCTION HOSE TROUGHS

Hard suction hose will be carried above the left compartment in v-shaped troughs and held in place by chrome plated, quarter turn, spring loaded clamps. Troughs will be sized 120.00" (10'-0.00") Per Photo #6824 & 6828.

The troughs will be constructed of aluminum and painted.

HANDRAILS

The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

One (1) vertical handrail, not less than 29.00" long, will be located on each rear beavertail.

One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.

Two (2) handrails will be provided mounted on the top rear of the hosebed cover on each side.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of two (2) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the passenger side forward of the rear wheels and on the passenger side rearward of the rear wheels . A polished stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, "W" shaped insert formed of composite materials will be provided.

EXTINGUISHER STORAGE

A total of two (2) extinguisher compartments will be provided. Two installed on the driver's side rear fender panel. . The extinguisher compartment will be in the form of a square tube (8.25" minimum) and of adequate depth to accommodate different size extinguishers. Flooring will be rubber lined and have a drain hole. A stainless steel door with a chrome plated latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners (screws) and the body sheet metal.

EXTENSION LADDER

There will be a 24', two-section, aluminum, Duo-Safety, Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum, Duo-Safety, Series 775-A roof ladder provided.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be provided.

The mounting tube will be installed on the inside of the side sheet ladder mounting brackets. A stop will be provided to keep the ladder from sliding forward in the bracket. A nylon strap will be provided at the rear of the tube to retain the ladder.

LADDER BRACKETS

The ladders will be installed on the right side of the hose body in lined brackets and held in place by chrome plated, quarter-turn spring loaded clamps. The clamps will be such that when the roof ladder is removed, the clamps can be moved a half turn to hold the extension ladder in place. The ladder brackets will be adjustable up and down.

PIKE POLE, 10'

One (1) pike pole, Fire Hooks Unlimited, Model NYFG-10, 10' long New Yorker style hook with a ram knob end, will be provided and located in the pike pole tube.

PIKE POLE, 6'

There will be one (1) Fire Hooks Unlimited NY roof hook RH-6, 6 foot pike pole(s) with steel handles and pry end provided in pike pole tube.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of two (2) pike poles and will be located mounted behind the ladders on the side sheet, passenger's side. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

The notch will be (1) for Fire Hooks Unlimited model APH-6' Z-Bar with fiberglass D Handle and (1) Fire Hooks Unlimited model NTFG-10' pike pole with fiberglass handle.

FRONT STEPS

A folding step will be provided on the driver side front bulkhead. The step will be a bright finished, non-skid step with a luminescent coating that is rechargeable from any light source and can hold a charge for up to 24 hours. The step will incorporate an LED light to illuminate the stepping surface. The step can be used as a hand hold with two openings wide enough for a gloved hand.

Two (2) additional folding steps will be located driver’s side above the standard step. . The step(s) will be bright finished, non-skid, with a luminescent coating. The luminescent coating is rechargeable from any light source and can hold a charge for up to 24 hours. Each step will incorporate an LED light to illuminate the stepping surface. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.

REAR STEPS

Aluminum treadplate corner steps and bright finished, non-skid folding steps will be provided at the rear. The folding steps will have a a luminescent coating that is rechargeable from any light source and can hold a charge for up to 24 hours. Each folding step will incorporate an LED light to illuminate the stepping surface. The folding steps can be used as a hand hold with two openings wide enough for a gloved hand. All steps will provide adequate surface for stepping.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain

rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the pump operator's pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

Another green indicator light will be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. This indicator light will be labeled "Warning: Do not open throttle unless light is on".

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE

An Elkhart relief valve will be installed on the suction side of the pump preset at 175 psig.

Relief valve will have a working range of 75 psig to 250 psig.

Outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

Control will be located behind an access door at the right (passenger's) side pump panel.

PRESSURE GOVERNOR

This apparatus will be equipped with a Class1 "Total Pressure Governor" engine/pump governor/throttle system that is connected directly to the Electronic Control Module (ECM) mounted on the engine. The "Total Pressure Governor" is to operate as a pressure sensor (regulating) governor (PSG).

A special preset feature will permit a predetermined pressure of RPM to be set. The preset pressure or RPM will be displayed on the message display of the "Total Pressure Governor". The preset will be easily adjustable by the operator

The pressure sensor governor system will be operable only after the vehicle parking brake has been set, the transmission is the pumping mode, and the fire pump has been engaged.

The pressure sensor governor system will have two (2) modes of operation: pressure mode or rpm mode.

When in the pressure mode, the PSG system will automatically maintain the discharge pressure set by the operator regardless of flow (within engine/pump operating capabilities).

In the rpm mode, the PSG system will automatically maintain a set engine speed, regardless of engine load (within engine operation capabilities).

A pump cavitation protection feature will be provided which will return the engine to idle should the pump cavitate.

The pressure controller will incorporate monitoring for engine coolant temperature, oil pressure, and battery voltage.

PRIMER SYSTEM

A Waterous electric pump priming system conforming to standards outlined in the current edition of NFPA 1901 will be furnished with the apparatus.

One (1) VPO electric motor driven rotary vane primer will be provided.

One (1) VAP vacuum activated priming valve will be plumbed main pump.

One (1) momentary push-button control will be located at the pump operator's panel.

The push button control system control will operate an electric priming motor and the priming valve will automatically open during priming and close when the primer is deactivated.

PRIMER VALVE CABLE CLAMP

The priming valve cable will be clamped with a u-bolt per the photo in the R:Drive. Use a nylock nut for proper fit to allow the primer tee hande to return to rest after the tee handle is pulled.

THERMAL RELIEF VALVE

A Waterous Overheat Protection Manager (OPM) will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 140 Degrees F (60 C) and a red warning light that is triggered when the water in the pump reaches 180 F (82 C).

The warning light will act as an additional protection device if the temperature in the pump keeps rising after the valve opens. The warning light with a test switch will be mounted on the pump operator panel.

The discharge line will be plumbed to ground.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) CDs. Each manual will cover pump operation, maintenance, and parts.

PLUMBING

All inlet and outlet plumbing, 3.00" and smaller, will be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. Small diameter secondary plumbing such as drain lines will be stainless steel, brass or hose.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All lines will drain through a master drain valve or will be equipped with individual drain valves. All individual drain lines for discharges will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All foam piping that is in contact with the foam concentrate or foam/water solution will be stainless steel.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

SHORT SUCTION TUBE

The suction tubes on the mid-ship pump will have short suction tubes to allow for installation of adapters without excessive overhang.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the two (2) inlets will be recessed behind the pump panel.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with 3.00" piping and a quarter turn 3.50" Waterous valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE DISCHARGE OUTLETS

There will be one (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 3.50" Akron valve with a 3.00" ball, installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter.

There will be an Akron electric valve controllers provided at the pump panel. The controller unit will be of true position feedback design, requiring no clutches in the motor or current limiting. The controller will be completely sealed with two (2) button open and close valve position capability and a full color LCD display with backlight.

REAR DISCHARGE OUTLET

There will be two (2) discharge outlets piped to the rear of the hose bed, one (1) each side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

DISCHARGE CAPS

Chrome plated, rocker lug, caps with stainless steel cables will be furnished for all discharge outlets.

The auxiliary inlet plugs will have stainless steel cables.

OUTLET BLEEDERS

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel.

They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets, located on the left side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 30 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets, located on the right side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 30 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

REAR OUTLET ELBOWS

The 2.50" discharge outlets, located at the rear of the apparatus, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 30 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

DELUGE RISER, W/DUAL CONTROL

Three (3) inch deluge riser plumbing shall be installed and routed above the pump in such a manner that a monitor can be mounted and used effectively.

The riser plumbing shall be gated and controlled at the pump operator's panel by a handwheel control with position indicator.

A second handwheel control without position indicator shall be provided above the pump adjacent to the outlet.

Plumbing shall consist of 3.00" piping and a 3.00" valve.

Piping shall be installed securely so no movement develops when the line is charged.

MONITOR
An Elkhart Model 8297 "Stinger" monitor will be properly installed on the deluge riser.

This monitor will include both a fixed base and a portable base with a 5.00" Storz inlet.

The monitor will be painted as provided by monitor manufacturer.

MONITOR NOZZLE
An Elkhart #SM-1250 Select-O-Matic manual pattern control master stream nozzle will be provided.

Also included is an Elkhart ST-194 Quad stack tips and 282A shaper.

MONITOR MOUNTING BASE
An Elkhart Model 8298 deck mount base for an Elkhart "Stinger" monitor will be properly installed on the deluge riser via the 3.00" four bolt flange. This base will be painted to match the body.

MOUNTING BRACKET FOR MONITOR
An Elkhart Model 8297MB mounting bracket, for the monitor portable base unit, will be shipped loose.

MONITOR EXTENSION
An Elkhart 18.00" extension pipe will be shipped with loose equipment.

CROSSLAY HOSE BEDS
Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish.

Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY HOSE BED, 2.50"

One (1) crosslay with a 2.50" outlet will be provided. The bed will be capable of carrying 150' of 2.50" single stacked 26.25" high and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

The outlet will be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay control will be at the pump operator's panel.

The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY COVER

An aluminum treadplate cover, hinged at the front will be installed over the top of the crosslay/deadlay(s). It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface. The cover will be provided with rubber latch hold open device.

CROSSLAY END FLAPS

A red vinyl cover with two web straps with Velcro and footman loops along the bottom edge and quarter turn fasteners at the top corners will be provided over the ends of the crosslay hose beds.

BOOSTER HOSE REEL

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the right side of the apparatus.

The exterior finish of the reel will be painted job color matching the body exterior.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus. There will be one (1) additional polished stainless steel roller and guide assembly mounted on top of the driver's side pump module side sheet.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a 50 amp automatic reset circuit breaker.

One (1) foot actuated, stirrup type, electric rewind control (switch) will be installed on the passenger's side below the running board or below the body compartment. Two (2) push-button switches will be provided on the pump panels, one (1) switch each side.

Booster hose, 1.00" diameter and 150 feet in length, with chrome plated Barway, or equal couplings will be provided. The couplings will have 1" NPSH threads.

The hose will be coupled in three (3) sections. Three 50' sections will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 150 feet of 1.00" booster hose.

HOSEREEL ACCESS

A cutout will be provided in the side sheet next to the booster hose reel. This cutout will allow access to the hose and provide a window to view the reel. Stainless steel trim will be mounted horizontally and vertically around the cutout.

NOZZLE CUP AND BRACKET

A Zico nozzle cup and chrome plated mounting bracket will be provided for storage of the booster reel nozzle.

There will be one (1) provided. The nozzle cup(s) will have a 3-1/2" inside diameter and will be located as directed at pre-construction (note cup is to be a Zico part #3070-130-000 with part #3070-135-000 mounting bracket).

FOAM CONCENTRATE PROPORTIONING SYSTEM

A Hypro FoamPro®, Model 2001, foam system will be provided as the means for the proportioning of foam concentrate into the water stream. The FoamPro is an electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system.

This system will be capable of handling Class A foam concentrates, as well as most Class B foam concentrates.

The foam system will be plumbed to five (5) discharges. The discharges capable of dispensing foam will be reel, both 1.50" crosslays, one (1) 2.50" discharge on the left pump panel and one (1) 2.50" discharge DS REAR.

The foam proportioning system operation will be based on a direct measurement of water flows, and remain consistent within the specified flow and pressure. The system will be equipped with a digital electronic control display on the pump panel. Incorporated within the control display will be a microprocessor, which receives input from the system flow meter while also monitoring the foam

concentrate pump output. The microprocessor will compare the values of the water flow versus the foam flow, to ensure the proportion rate is accurate.

One (1) paddle wheel will be installed to monitor all foam discharges.

Push button control for the form proportioning rate will allow a ratio from .1 percent to 3 percent in .1 percent increments.

The rated capacity of this system will be 85 gpm at 3 percent and 500 gpm at .5 percent.

A 2.5 gpm @150 psi, positive displacement foam pump will be powered by a 1/2 hp 12 vdc electric motor.

One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump. The check valve will be approved by the foam system manufacturer.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

The foam tank drain will be a 1.00" drain valve located inside the pump compartment accessible through a door on the passenger's side pump panel.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

PUMP CONTROL PANELS (LEFT SIDE CONTROL)

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

This pump panels drivers and passengers, shall match previous job #15731 as close as possible with changes requested. Photo's 6812 - 6818 & 6850 - 6852. .

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of stainless steel with a brushed finish. A polished aluminum trim molding will be provided on both sides of the pump panel.

The passenger's side pump panel will be removable and fastened with swell type fasteners.

PUMP COMPARTMENT LIGHT

A pump compartment light will be provided inside the right side pump enclosure and accessible through a door on the pump panel.

A .125" weep hole will be provided in each light lens, preventing moisture retention.

PUMP PANEL GAUGES AND CONTROLS

The following will be provided on the pump and gauge panels in a neat and orderly fashion. These gauges will be in addition to what is provided with the pressure controller.

- Engine Oil Pressure Gauge: With visual and audible warning
- Engine Water Temperature Gauge: With visual and audible warning
- Tachometer: Electric
- Master Pump Drain Control
- Voltmeter

INDICATOR LIGHTS @ PUMP PANEL

The following indicator lights will be provided at the pump panel. These will be in addition to the indicators included with the pressure controller.

- Check Transmission Warning Indicator Light
- Stop Engine Warning Indicator Light
- Check Engine Warning Indicator Light.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be properly labeled and put within easy reach of the operator.

DRAIN LOCATIONS

The drains on the passengers side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

The drains on the drivers side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

OUTLET TRIM RINGS

The drivers side discharges and auxiliary inlet valves will be recessed behind the panel and have larger holes provided in the pump panel to facilitate removal of the valves without removing the complete pump panel. Stainless steel trim plates will be provided to trim the holes.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©.

They will be a minimum of 2.50" in diameter and the dial will have white faces with black markings.

Gauges will have a pressure rating of 30.00" 0-400 psi.

The individual pressure gauge will be installed as close to the outlet control as practical.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

STEP/LIGHT SHIELD

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operator’s panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the

apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.

- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be a green pump engaged indicator light activated on at the operator's panel when the pump is shifted into gear from inside the cab.

There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light. The step light will be activated by the pump panel light switch.

AIR HORN SYSTEM

One (1) chrome finish, stutter tone, Grover model 1510 air horn approximately 24.50" long will be provided and installed in the front bumper, recessed on the driver’s side just to the exterior of the frame rail. The air horn system will be piped to the air brake system wet tank utilizing .38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

AIR HORN CONTROL

The air horn will be actuated by a chrome push button switch located on the officer side of the engine tunnel and by a foot switch on the driver's side.

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the passenger side inside switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

ELECTRONIC SIREN SPEAKER

There will be one (1) speaker provided. Each speaker will be a Whelen®, Model SA315P, black nylon composite, 100-watt, with through bumper mounting brackets and polished stainless steel grille. Each speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the front bumper on the driver's side.

MECHANICAL SIREN

There will be one (1) Federal, Model Q2B, mechanical siren furnished. A siren brake button will be installed on the switch panel.

The control solenoid will be powered up after the emergency master switch is activated and will be interlocked to the parking brake so that the siren cannot be accidentally activated when the parking brake is applied.

The mechanical siren will be recessed in the front bumper in the center. The siren will be properly supported using the bumper framework.

MECHANICAL SIREN CONTROL

The mechanical siren will be actuated by a push button located on the officer's side instrument panel and by a foot switch on the driver's side.

BRACKET, FOOT SWITCHES

A wedge style bracket will be provided on the driver's side of cab floor. The bracket will be large enough to hold two (2) foot switches.

LIGHTBAR, CAB ROOF

There will be one (1) 82.00" Whelen Freedom, Model FN**QLED lightbar mounted on the cab roof.

The lightbar will include the following:

- Six (6) red flashing LED lights facing forward.
- Two (2) red steady burn LED lights facing forward.
- Two (2) white flashing LED lights facing forward.
- Two (2) red flashing corner LED modules, one in each front corner.
- One (1) red flashing LED light facing the driver side.
- One (1) red flashing LED light facing the pass side.
- One (1) GTT, Model 795 LED Opticom™ traffic light controller with national standard high priority.

The color of the lenses will be the same color as the LED's.

There will be two (2) switches, located on a cab switch panel, to control this lightbar.

- One (1) switch will control all the warning lights.
- One (1) switch will control the traffic light controller.

The white warning lights and the traffic light controller will be disabled when the parking brake is applied.

ADDITIONAL CAB ROOF LIGHTBARS

There will be two (2) 24.00" Whelen, Freedom Mini LED lightbars mounted on the roof, one (1) on each side, over the crew cab doors.

Each lightbar will include the following:

- Two (2) red flashing corner LED modules.
- Two (2) red flashing LED lights.

The color of the lenses will be the same color as the LED's.

These lightbars will be controlled with the roof light.

These lightbars may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTING

There will be one (1) pair of Whelen, Model 60*02F*R, flashing LED lights installed on the cab face above the headlights, in a common bezel with the directional lights.

The color of these lights will be red Super LED/red lens.

There will be a switch located in the cab on the switch panel to control the lights.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen®, Model 60*02F*R, flashing LED lights located at the following positions:

- Two (2) lights located, one (1) each side on the front cab corner
    - The color of these lights will be red Super LED/red lens each side
- Two (2) lights located, one (1) each side of cab rearward of crew cab doors
    - The color of these lights will be red Super LED/rd lens each side
- Two (2) lights located, one (1) each side on the rear fender panel
    - The color of these lights will be red Super LED/red lens each side

There will be a switch located in the cab on the switch panel to control the lights.

These lights will be installed with two (2) pairs of flange kits.

RUBRAIL WARNING LIGHTS

There will be four (4) Whelen, Model WIONSMC* LED light(s) provided and located in the body rub rails one (1) each mounted in the rubrail and centered below the following compartments: D1, D3, P1 and P3. The lights will NOT be mounted with the rubber gasket behind the light which will allow the light(s) to fit in the rub rails.

The color of each light will be red LED with a clear lens.

Each light will be provided with a chrome plated ABS flange.

The light(s) will be activated with the side warning switch.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model 60*02F*R, red Super LED/red lens lights located at the rear of the apparatus.

Each light will be mounted in a housing.

There will be a switch located in the cab on the switch panel to control the lights.

REAR ZONE UPPER LIGHTING

There will be two (2) Whelen, Model B6MLRZP, combination LED beacon and LED scene light provided at the rear of the truck, one (1) each side.

Each beacon will contain flashing LED warning light in a 360 degree arrangement and a LED scene light mounted in a polished aluminum housing.

The LED beacons will be red with both domes red.

These beacons will be mounted so that the scene lights face to the rear.

There will be two (2) switches provided to activate these lights

- One (1) switch in the cab will control both beacons.
- One (1) switch in the cab will control both rear facing scene lights.

The scene lights may be load managed when the parking brake is set.

The rear warning lights will be mounted on stainless steel brackets with all wiring totally enclosed. These brackets will also support the clearance/marker lights. The rear deck lights will be mounted on the beavertail flange to keep the overall height as low as possible.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen model TAL85 46.81" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head will be included with this installation.

The auxiliary warning mode will be activated with the emergency master switch.

This traffic directing light will be surface mounted over the rear door, at the rear of the apparatus as high as practical.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

120 VOLT RECEPTACLE

There will be one (1), 20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) installed mounted high and rear ward in compartment P1. See photo. The NEMA configuration for the receptacles will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency
- Power Source

SPARE FASTENERS

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit will be provided.

LOOSE EQUIPMENT

The following loose equipment list is PER UNIT and will be provided by the sales organization and prior to final delivery:

NO	APPLIANCES	MANUFACTURER & MODEL #	QTY
1	**Intake Relief Valve:** w/free-swivel locking storz inlet x 6" NST long-handle female outlet.	Task Force Tips # AB3ST-NX	2
2	2 1/2" **60 degree elbow**	Akron #631	1

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3	**LDH Water Thief:** 5" Storz swivel inlet & outlet, 2-2 1/2" gated outlets	Elkhart #9843	1
6	**"The Pipe":** mounting bracket	Elkhart #82998EX-MB	1
10	**Anchor Kit:**	Elkhart #81204	1
11	**Mercury Portable Monitor:** 500 gpm	Akron #34430003	1
12	**Mounting bracket:** Mercury Monitor	Akron #34430001	1
13	**500 Master Stream Nozzle:** 500gpm @ 100psi	Akron # 4445	1
14	**Hydrant Gate Valve**	Elkhart #X-86A	1
15	**2.5" Water Thief**	Elkhart BG-104A	1
16	**2.5" Gated Wye**	Elkhart B-97A	1
17	**2.5" In-Line Gauge**	Red-Head #S-155	1
18	2-1/2" inlet, (2) 1-1/2" gated outlets, No gauge	Elkhart PN# B-100A	1
19	1 3/4" Chief Nozzle tip: 150 gpm / 50 psi (orange bumper)	Elkhart # 4000-14	4
20	1 " Shut-off, w/ pistol grip: NSPH male thread, 1" waterway, w/ red horse-shoe handle & pistol grip	Elkhart # SB-275GA	1
21	1 3/4" Shut-off w/ 7/8" slug: orange handle solid ball, orange horseshoe handle, orange grip	Elkhart # B-375-AT	4
22	1 1/8" Hand line tip	Elkhart # 187A	1
23	Stream Shaper	Elkhart #281A	1
24	2 1/2" Chief Nozzle tip: 250 gpm/ 50 psi (yellow bumper)	Elkhart # 4000-24	3
25	2 1/2" Chief Nozzle tip: Twist shut-off w/ 250 gpm / 50 psi, w/ 2.5" base. (orange bumper)	Elkhart # 4000-22	1
26	2 1/2" Shut-off w/ pistol grip: 1 1/4" slug tip, w/ yellow handle & pistol grip, and short 2.5" inlet	Elkhart # DB-275-GAT	3
27	2 1/2" Jumbo ball shut-off	Elkhart # JB-275A	1
28	1 1/2" Forestry Shut-off: NST threads	Cascade # 40701	2

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29	1 1/2" Forestry nozzle: 20/60 gpm	Cascade # 10902	2
30	1" Forestry nozzle: (NPSH thread) 10-30 gpm. (booster line)	Cascade # 10921	1
31	1" Forestry nozzle: 30 gpm w/ NPSH male thread	Cascade # 40663	2
32	1 3/4" Shut-off w/ pistol grip: 1.75 waterway, w/ yellow handle & pistol grip.	Elkhart # B-275 GA	2
33	5" Storz Barrel Strainer, K-Brite	Kochek #BS507	1
34	5" Storz x 4 1/2" NST female, 30 E-LH	Red Head #Style SE-LH	2
35	5" Storz x 2 1/2" NST male, RL	Red Head # S-36	1
36	5" Storz x 2 1/2" NST male, RL chrome	Red Head # KS-36	1
37	5" Storz x 2 1/2" NST female, E-LH	Red Head # Style SE-LH	2
38	5" Storz x 4" NST female, 30 elbow, RL, chrome	Red Head # Style KSE-SS	1
39	4 1/2" NST female x 2 1/2" NST male, LH	Red Head # Style 56	1
40	3 1/2" NST female x 2 1/2" NST male: red powder coat	Kochek # 37R	1
41	2 1/2" NST double male	Red Head # Style 35	2
42	2 1/2" NST double female	Red Head # Style 36	3
43	2 1/2" NST female x 1 1/2" NST male	Red Head # Style 37	4
44	2 1/2" NST female x 1 1/2" NST male chrome	Red Head # Style K-37	2
45	1 1/2" NST double male	Red Head # Style 35	1
46	1 1/2" NST double female	Red Head # Style 36	1
47	1 1/2" NST cap, w/ chain (chrome)	Red Head # Style K-36	2
48	1 1/2" NST cap w/ chain	Red Head # Style -36	4
49	2 1/2" NST female x garden hose male	Red Head # Style 37	1

50	Storz/Rocker Spanner Wrench set	Kochek # KS34	1
51	Hydrant / Spanner set:	Red Head # Style 148-3	2
52	Spanner wrench: bar-way 3/4"-1"	Red Head # Style 103	2
53	Gated wye: 1.5" x 1.5"		1
54	4.5" female to 2.5" male reducer		1
55	Forestry Hose Tee: 1-1/2" male/female NH threads, with 1" Male NPSH threads at the "T"	Cascade #11151	2
56	Foam Container Wrench	Zico UFCW	1
57	LDH hose roller	Harrington # HHR-2	1
58	Forestry hose clamp	Cascade # 11213	3
59	Back-pump: 5-gal. collapsible	Indian # 500FSV	1
60	1 1/2" swivel gasket: NST	Cascade # 12103	5
61	2 1/2" swivel gasket	Cascade # 12105	5
62	4 1/2" swivel gasket	Cascade # 12109	5
63	5" Storz gasket: pressure	Cascade # 11592	5
64	5" Storz gasket: suction	Cascade # 11594	5
65	1 1/2" tall gasket: SJ	Red Head # 14012	5
66	1 3/4" tall gasket: thin wall DJ	Red Head # 14140	5
67	2 1/2" tall gasket: thin wall DJ	Cascade # 12124	5
68	Coupling mount: 1 1/2"	Zico # CM 1.5	1
69	EZ-lok Holder: 1 1/2"	Akron # 373	2
70	Coupling Mount: 2 1/2"	Zico CM 2.5	3
71	EZ-lok Holder: 2 1/2"	Akron # 373	3
72	Coupling Mount: 5" Storz	Zico # SCM 5.0	7
73	Coupling Mount Extension	Zico # CME-1	1

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74	Irons Nest: Mounting Bracket	Pac Mount- Ironslok #K5003	1
75	Tool Bracket: Z-Hook, Axes, etc	Fire Hooks Unlimited: # HB-1	5
80	Hydrant Bucket: canvas w/ plastic bottom	Bashiin # 23-P	1
81	Hose/Ladder strap: 40"	Akron # Style 78	2
82	Fire Fighter Drop Bag: (RED)	First In # 97063R	4
83	High-Rise Bag: (RED) w/ carrying handle & shoulder strap	First-In: Quick Attack Bag # 97041R	1
84	Metro-Pak Strap	Janak & Scurfield	2
85	Water Thief Strap:	Janak & Scurfield	1
86	2 1/2" Hose Pack Strap, 25"	Janak & Scurfield	6
88	Spyder gear pack-Sac City custom spec	SGSC210	4
89	"Donut Roll Hose Pack"	True North # HP100	3
90	Water Can Harness	Fire Hooks Unlimited #CH312	1
92	Duct Tape:		1
93	Shovel: round point w/ 48" FG handle	Nupla # RP-14L	1
94	Shovel: square point w/ 48" FG handle	Nupla # SP-14L	1
95	48" McCleod	TRUE Temper # 24006	1
96	Pickhead Axe- 6lbs Fire Axe Inc 32" fiberglass handle (Item PHA)	www.firefighteraxe.com	2
99	Marrying strap	Fire Hooks Unlimite, #MS-1	1
100	30" HOOLIGAN TOOL FORGED STEEL with WITH 2-EYELETS	22000680 PARATECH	2
101	Flathead Axe- 8lbs Fire Axe Inc 36" fiberglass handle (Item FLT8)	www.firefighteraxe.com	1

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102	New Generation Fire Shelter	Anchor Industries (Large)	4
103	Canteen: plastic 1 liter bottle	L.N. Curtis	8
104	18" Bolt Cutter: Heavy-Duty	HK- Porter #	1
105	36" Bolt Cutter: Heavy-Duty	HK- Porter # 0390MC	1
106	Carry-All	Cascade # 24316	1
107	Car-Entry Kits:	Big Easy	1
108	Pry-Bar 48"	Council # 100PP	1
109	Traffic cones: 30" (75cm) Extreme PRO 4 PAC	Pack-A-Cone: Item# PAC-412-30 www.packacone.cone	1
110	Strobe Light Kit: 1 red, 2 clear lens cover	Lightman 1200 & 3000 (clear lenses)	1
111	Fussee, highway- 20 min		1
112	Plug N Dike, dry granular mix, 1 gal	PND Corp.	1
113	Flashlight: W/ DC charger	Streamlight # SL-20X (part #20202)	4
115	Barrier Tape: " Fire Line Do Not Cross" (yellow tape)	Darley: # AJ35104	2
116	Barrier Tape: " Danger" (red)	Darley: # AJ35107	1
117	Clip Board: Posse box (red)	Galls: #CP092	1
118	Citation Organizer	Galls: #CP093	1
119	2.5 Gal Water Extinguisher	General # WS/LS-900A	1
120	20-lb ABC Dry Chem Extinguisher, w/ mounting bracket	Amerex A411	1
121	Hand Tool: Pulaski	#375MA	1
122	Handle: Specialty Push Broom, 18"	Grainger# Tough Guy 3U775	1
123	Broom: Fiber threaded handle	Grainger# Tough Guy	1

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		1NFF5	
124	Radio Chest Single Universal Harness	True North Gear: Cordura® - Item: RH220C	5
125	Radio Integration Straps	True North Gear: Grey - Item: RH500	5
126	PFD'S	Item #PF7660, Fury (RED), 3 to be XL, 1 to be L	4
127	Knife / Scabbard	Gerber River Shorty 30-000967	4
128	Whistle, w/ lanyard	Fox # 40 180021	4
129	Rescue Helmet: (red)	Petzl Ecrin- ROC	1
130	Rescue Helmet: (white)	Petzl Ecrin- ROC	3
131	Water Throw Bags: Hi-Ten throwline set	CMC # 291275	4
132	Cyalume Lightstick: Green	CMC # 108018	12
133	Cyalume Lightstick: Red	CMC # 108013	12
134	Mesh Gear Bag: LA Rescue	LA8775B	2
135	8mm Drop-Line: (red) 75' ea	CMC # 293038	4
136	Carabiner: (ORANGE)	SMC # 300169	4
137	Thermal Imaging Camera: (TIC)	LEE & Associates ISG K1000	1
138	Cord: accessory, 4mm (knife attachment stock) (1'-0.00' in length)	4mm accessory cord	8
139	5" x 100 feet: 5" Storz couplings		11
140	3" x 50 feet: 2.5" NST couplings		13
141	3" x 30 feet: 2.5" NST couplings		1
142	3" x 10 feet: 2.5" NST couplings		1

143	2 1/2" x 50 feet: 2.5" NST couplings		24
144	2 1/2" x 2 feet: w/ 2.5" NST couplings		1
145	1 3/4" x 100 feet: 1.5" NST couplings		4
146	1 3/4" x 50 feet: 1.5: NST couplings		14
147	1 3/4" x 2 feet: w/ 1.5" NST couplings		2
148	1 1/2" x 100 feet: w/ Red Head 1.5" forestry couplings		6
149	1" x 100 feet: w/ anodized Red Head NPSH couplings		2
150	6.00” x 10’ suction hose – 5.00” Storz Couplings with folding handles		2
152	5" x 30 feet: 5" Storz couplings		1
153	5"x50': 5" Storz couplings		1
154	Fire Aide Foam, 5 Gallons		5
165	Craftsman: 20 in. hand box #59320		1
166	Craftsman 8 pc. Standard Pawless Ratching combination wrench set #35414		1
167	Craftsman 8 pc. Metric Pawless Ratching combination wrench set #22985		1
168	Grainger: Hex Key, T Handle, 1/4 In # 1FX72		1
169	Craftsman: hex key set Item #0094670500, model #46705		1
170	Craftsman: 7 pc torx set #34449		1
171	Craftsman: 8 pc screw driver set #47136		1
172	Craftsman: 8" adjustable wrench #44603		1
173	Craftsman: 12" adjustable wrench #44605		1

174	Craftsman: 9 pc. Standard 6 pt. Combination Wrench Set #47234		1
175	Craftsman: 9 pc. Metric 6 pt. Combination Wrench Set #47235		1
176	Craftsman: tape measure, 30' #37393		1
177	Craftsman: 14" pipe wrench #51652		3
178	Craftsman: 10" vice grip pliers #45714		1
179	Craftsman: 7" Linesman pliers #45093		1
180	12" Duckbill snips, Grainger #2VU98		1
181	Craftsman: Hammer, 20 oz (claw) #38273		1
182	Craftsman: 13.50" nail pry bar #141		1
183	Craftsman: Knife, utility #94832		1
184	Blades, utility knife (5/pkg) Grainger #2ZRK7		4
185	Craftsman 22 pc. Metric Easy Read Socket Wrench Set, 6 pt. 1/4 & 3/8 in. Dr. #34875		1
186	Circuit tester, Westward #19T234		1
187	High Tension Hacksaw Frame, for 12" blade: Lenox # 12132-HT50		1
188	American Saw & Mfg: Lenox V214HE 10 pack		1
189	File: flat-bastard-10" #31257		4
190	Milton inflator Gauge #16388		1
191	Air Hose: self-coupling nylon x 25' #16180		1

192	1/4" coupler kit (air hose) #16377		1
193	Radio 800 MHZ	Motorola XTL-2500	1
194	Radio VHF	Kenwood TK-790	1
195	Power Cable: power cable radio install	Motorola HKN #4137	2
196	Power Cable: power cable radio/ control head	Motorola KHN #6169A	2
197	Power cable: power cable control head to ignition	Motorola HLN #6863A	2
198	Battery Charger: portable radio battery charger	Advance Tech #AT4-2051 IFD	1
204	Firecom MR52X 10' Motorola Radio Interface Cable		1
205	Firecom MR55X 10' Kenwood Radio Interface Cable		1
206	Firecom PP-20 water resistant module		1
207	GPS Device, Veh Diag, USA	Zonar HSV2J01	1
208	Inspection Systems	Zonar HSEVI01	1
209	5 Pin Data I/O Cable	Zonar 80059	1
210	J3 Diagnostic Cable	Zonar 80144	1
211	GPS Antenna Kit	Zonar HSANT01	1

LOOSE EQUIPMENT INSTALLATION

A loose equipment mounting allowance of $9,000.00 is included in the bid price to cover the cost of mounting the applicable equipment per the direction of the City of Sacramento. If the City of Sacramento exceeds the loose equipment mounting allowance, additional work can be performed at an additional cost of $105.00 per hour.

PAINT - BODY PAINTED TO MATCH CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior

surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.

2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a Pierce quality finish.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The cab will be two-tone, with the roof section painted #20 White Upper and lower section of the cab and body painted #356 RED Lower.

PAINT - ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- Frame rails
- Cross members
- Axles
- Suspensions
- Steering gear

- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

The E-coat process will meet the technical properties shown.

COMPARTMENT INTERIOR PAINT

The compartment interior will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 4.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

CHEVRON STRIPING, REAR

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface will be covered with chevron striping.

JOG(S) IN REFLECTIVE BAND

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

REFLECTIVE STRIPE INSIDE COMPARTMENT DOOR

A 4.00"white reflective stripe will be provided inside two (2) compartment doors. Inside each EMS compartment door.

REFLECTIVE STRIPE, CAB DOORS

A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

GOLD LEAF BODY STRIPE

There will be a genuine gold leaf stripe provided on each side of the body, over the fender.

GOLD LEAF CAB STRIPE

There will be a genuine gold leaf stripe on each side of the cab, low and over the fender.

GOLD LEAF LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

REFLECTIVE LETTERING

There will be reflective lettering, 3.00" high, with outline and shade provided. There will be 22 letters provided.

There will be reflective lettering, 10.00" high, with no outline or shade provided. There will be four (4) letters provided.

There will be reflective lettering, 6.00" high, with outline and shade provided. There will be six (6) letters provided.

There will be reflective lettering, 12.00" high, with outline and shade provided. There will be two (2) letters provided.

There will be reflective lettering, 8.00" high, with no outline or shade provided. There will be two (2) letters provided.

There will be reflective lettering, 1.00" high, with no outline or shade provided. There will be 15 letters provided.

There will be one (1) set/s of reflective lettering, "KEEP BACK 300 FEET", supplied and installed on the R1. The lettering will be ruby red in color and 4.00" in size.

VINYL LETTERING

There will be non-reflective vinyl lettering, 12.00" high, with no outline or shade provided. There will be two (2) letters provided.

There will be non-reflective vinyl lettering, 9.00" high, with no outline or shade provided. There will be ten (10) letters provided.

REFLECTIVE INSET LETTERING, "DIAL 911"

Two sets of ruby red "inset" reflective lettering, "DIAL 911", will be supplied and installed inset in reflective band.

The reflective stripe will stop and "DIAL 911" will be placed within the break of the stripe.

"DIAL" will be vertical and as tall as the stripe. The "911" will be horizontal and as tall as the stripe.

CAB GRILLE DESIGN

An American flag design will be painted on the cab grille.

EAGLE HEAD/FLAG EMBLEMS

A pair of emblems, 13.00" or less in diameter, featuring a "Flying American Flag" and an "Eagle Head", will be installed behind crew cab door upper 5x7 Freedom Flag . The design will be color imaged.

MALTESE CROSS INSTALLATION

There will be one (1) pair of Maltese crosses, comprised of genuine gold leaf material, provided and installed on cab doors.

DEPT. EMBLEM, PAIR

There will be (1) one pair of vinyl emblems applied between the cab and crew cab doors. Emblems will be approximately 7.00" x 7.00" per graphics quote.

DEPT. EMBLEM, EACH

There will be (1) one of vinyl emblem applied driver’s side rear compartment bulkhead up high. . Emblems will be approximately 7.00" x 7.00" per graphics quote.

MANUAL, FIRE APPARATUS PARTS

Two (2) custom parts manuals for the complete fire apparatus will be provided in hard copy with the completed unit.

One (1) compact disc (CD) will also be provided that will include all of the information from the above manual.

The manual will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts

The manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in this manual is also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

MANUALS, CHASSIS SERVICE

Two (2) chassis service manuals containing parts and service information on major components will be provided with the completed unit.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

The manuals will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

MANUALS, CHASSIS OPERATION
Two (2) chassis operation manuals will be provided.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

ELECTRICAL WIRING DIAGRAMS
Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ONE (1) YEAR MATERIAL AND WORKMANSHIP
A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY
A Cummins five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY
A Sheppard **three (3) year** limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY
The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY
A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY
The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION
A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

PUMP WARRANTY

A Waterous pump limited warranty certificate, WA0225, is included with this proposal.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.
- Roof Crush: The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.
- Side Impact: The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.
- Frontal Impact: The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.
- Additional Frontal Impact: The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

CAB DEFROSTER CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

CAB HEATER CERTIFICATION

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

CAB AIR CONDITIONING PERFORMANCE CERTIFICATION

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

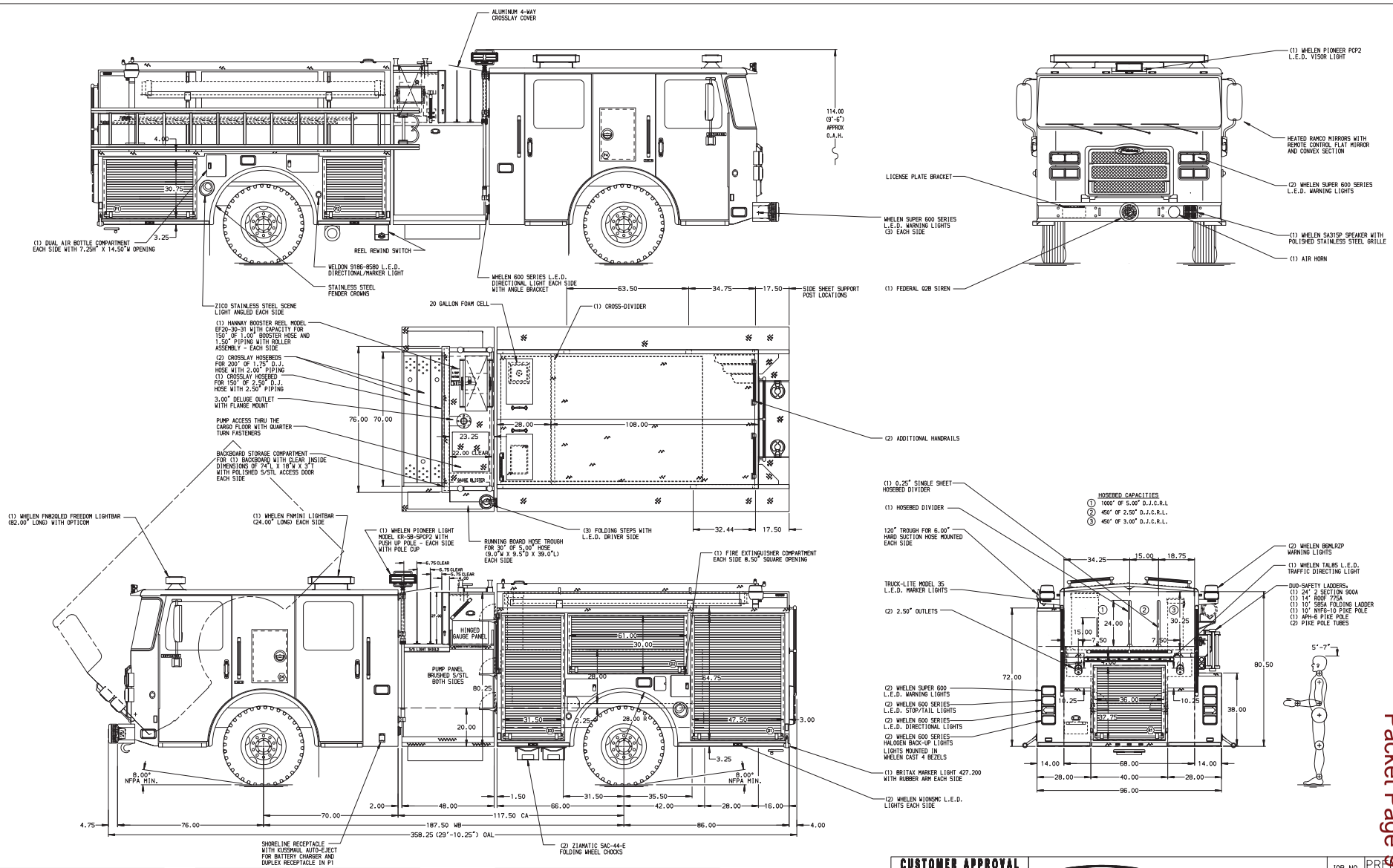
The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.
  - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

END OF SPECIFICATION



MAXIMUM O.A.H. 114.00" | MAXIMUM O.A.L. 367.25" | MAXIMUM O.A.H. 114.00"

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

1. MOUNTING BASE FOR ANTENNA LOCATED PER SHOP ORDER
2. BATTERY CHARGER LOCATED IN D.S. OF CAB
3. ONE FLOOR MOUNTED SLIDE-OUT TRAY IN COMPARTMENT D1
4. ONE ADJUSTABLE SLIDE-OUT TRAY IN COMPARTMENT D3 LOWER
5. TURTLE TILE MATTING IN COMPARTMENTS D2, D3, P1, P2 & R1
6. TURTLE TILE MATTING ON ALL ADJUSTABLE SHELVES AND SLIDE-OUT TRAYS
7. AIR INLET/OUTLET LOCATED ON D3 PUMP PANEL
8. ONE ADJUSTABLE SHELF IN COMPARTMENT D2, P1, P2 & R1, TWO IN UPPER D3 & UPPER D1
9. PERIMETER SCENE LIGHTS LOCATED PER SHOP ORDER
10. ONE 20A DUPLEX RECEPTACLE LOCATED IN COMPARTMENT P1
11. S/STL PROTECTIVE GUARD FOR ROLL-UP DOOR IN EACH COMPARTMENT
12. PIERCE LOGO MUDFLAPS LOCATED FRONT AND REAR

REV	DATE	BY	CH
▽	-	-	-

CUSTOMER APPROVAL
APPROVED BY:
DATE:

Pierce MANUFACTURING INC.

CHASSIS DATA	TITLE: 1500-D-500 GAL POLY W/20 GAL FOAM CELL, 152" BODY FDLER, 3.00" DELUGE OUTLET, (3) CROSSLAYS
MAKE: PIERCE	FOR: CITY OF SACRAMENTO FIRE DEPARTMENT SACRAMENTO, CALIFORNIA
MODEL: ENFORCER	DWG NO. 04-1917

JOB NO.	PRELIM
SCALE	1:24
DATE	
DRAWN BY	BZI
080115	
CHECKED BY	-
SHEET SIZE	D
SHEET NO.	1 OF

12

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00953

Title: Agreement: Parkview Phase 2 Subdivision (P00-022)

Location: District 1

Recommendation: Pass a Motion authorizing the City Manager to execute the Agreement to Construct Improvements with Natomas Gateway West, LLC. for the construction of public improvements.

Contact: Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A (Location Map)

4-Exhibit B (Subdivision Map)

5-Exhibit C (Improvement Agreement)

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 10:30:25 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/29/2015 6:57:29 AM

Description/Analysis

Issue: On December 20, 2007, the City and Natomas Gateway West LLC (NGW) entered in to an agreement under which NGW agreed to construct the improvements for Parkview Phase 2 Subdivision that NGW had acquired from Alleghany Properties LLC. Because of the building moratorium in the Natomas Basin, neither buildings nor the public improvements needed for development of lots 7 through 10 and Parcel A of the subdivision (shown on Exhibit B) have been constructed and the original agreement has expired. Approval of a new agreement to construct the public improvements will provide a process for development to proceed.

Policy Considerations: The action requested is consistent with Title 16 of the Sacramento City Code, which requires construction of improvements in connection with subdivisions to ensure that new legal parcels are created with adequate access and public utilities.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): On March 7, 2002, the City Council approved a Negative Declaration and adopted the Mitigation Monitoring Plan for the development of the Parkview Phase 2 Subdivision. The Environmental Services Manager has determined that the action of execution of the Agreement to Construct Improvements was already covered under the prior environmental documents and does not require further environmental evaluation.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to promote infill development.

Commission/Committee Action: On January 24, 2002, the Planning Commission ratified the Negative Declaration, approved the Mitigation Monitoring Plan, approved the Master Tentative Map subdividing the 242.6 gross acres into 31 master parcels, two freeway buffer lots, and one open space lot; and a Tentative Map subdividing 17 master parcels into 611 single family lots, one medium density lot, two high density lots, two employment center lots, 9 landscape corridor lots and one open space lot for the project known as Parkview (P00-022). The Planning Commission recommended approval of the following legislative entitlements to the City Council: Development Agreement, Inclusionary Housing Plan, General and Community Plan amendments, rezone, PUD Guidelines amendment and the Schematic Plan. On March 7, 2002, the City Council approved the above mentioned legislative entitlements, thereby approving the project.

Rationale for Recommendation: Because of the expiration of the initial agreement, a new agreement is needed to secure the improvements.

Financial Considerations: As a private development project, revenue and expenses will be tracked in the Private Development Fund (Fund 2018). All costs incurred by the City under the agreement will be borne by Natomas Gateway West LLC.

Local Business Enterprise (LBE): Not applicable.

Background:

On February 2, 2007, Alleghany Properties, LLC. granted to NGW parcels 7 through 11 and parcel A of the Master Parcel Map of Parkview Phase 2 Subdivision. On December 20, 2007, the City and NGW entered into an Assignment and Assumption Agreement wherein NGW assumed the obligations of the subdivider under the subdivision improvement agreement. All the improvements needed to support the various phases of the original subdivision have been constructed with the exception of Grossbeak Circle, an internal street, which is to serve lots 7 through 11 and parcel A. The improvements for Grossbeak Circle are shown in Exhibit C.

The term of the Assignment and Assumption Agreement for the construction of the improvements was for one year, and the agreement has expired. Approval of a new agreement will ensure that the public improvements needed to serve the subdivision will be constructed per the approved improvement plans. The term of the agreement is for five years with a one year extension. The agreement provides that NGW posts security in the form of performance and payment bonds equal to 100% and 50% of the estimated cost of the improvements respectively, pursuant to Chapter 16.48.170 of the City Code.

EXHIBIT A

Location Map For:

PARKVIEW PHASE 2 SUBDIVISION (P00-002)

0 2,500' 5,000' 7,500' 10,000'

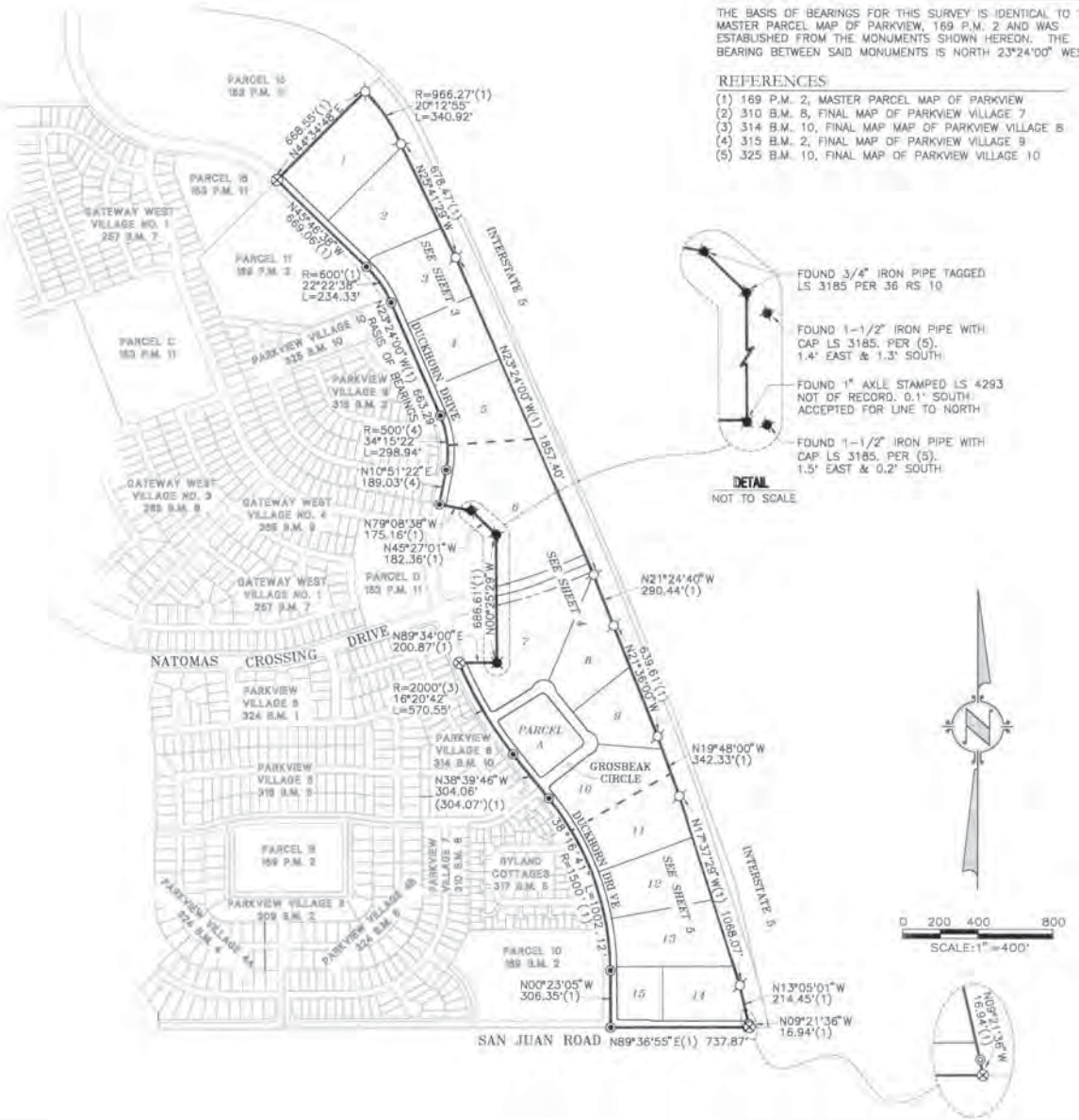
N

City of SACRAMENTO
Department of Public Works

Date: October 13, 2015

EXHIBIT B

196-9-2



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE MASTER PARCEL MAP OF PARKVIEW, 169 P.M. 2 AND WAS ESTABLISHED FROM THE MONUMENTS SHOWN HEREON. THE BEARING BETWEEN SAID MONUMENTS IS NORTH 23°24'00" WEST.

REFERENCES

(1) 169 P.M. 2, MASTER PARCEL MAP OF PARKVIEW
(2) 310 B.M. 8, FINAL MAP OF PARKVIEW VILLAGE 7
(3) 314 B.M. 10, FINAL MAP MAP OF PARKVIEW VILLAGE 8
(4) 315 B.M. 2, FINAL MAP OF PARKVIEW VILLAGE 9
(5) 325 B.M. 10, FINAL MAP OF PARKVIEW VILLAGE 10

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE ARC LENGTH AND DELTA, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.

2. TOTAL AREA OF THIS PARCEL MAP IS 67.98± ACRES GROSS, CONSISTING OF 16 PARCELS.

3. THIS MASTER PARCEL MAP DOES NOT AUTHORIZE CONSTRUCTION OF ANY IMPROVEMENTS ON THE LAND SUBJECT TO THE MAP; PRIOR TO ANY IMPROVEMENT OR CONSTRUCTION, ALL REQUIRED LAND USE ENTITLEMENTS, INCLUDING BUT NOT LIMITED TO A SPECIAL PERMIT, MUST BE APPLIED FOR AND APPROVED, AND ALL APPLICABLE CONDITIONS OF APPROVAL MUST BE SATISFIED.

4. PARCEL A SHALL BE GRANTED I.O.D. IN FEE TO THE CITY OF SACRAMENTO FOR PARK PURPOSES.

5. THE PUBLIC RIGHT-OF-WAY PER 264 O.R. 394, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66445(j) OF THE GOVERNMENT CODE.

6. THE PUBLIC ROAD EASEMENT, PER 20021113 O.R. 806, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66445(j) OF THE GOVERNMENT CODE.

7. THE PUBLIC UTILITY EASEMENT (P.U.E.), PER 20021113 O.R. 807, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66445(j) OF THE GOVERNMENT CODE.

8. THE LOTS CREATED BY THIS MAP SHALL BE DEVELOPED IN ACCORDANCE WITH RECORDED AGREEMENT FOR CONVEYANCE OF EASEMENTS PER BOOK _____, PAGE _____, O.R.

LEGEND

⊙	DIMENSION POINT
┬	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
⌀	SET 1-1/4" IRON PIPE TAGGED L.S. 6815
⊗	SET WELL MONUMENT PER CITY STANDARDS STAMPED L.S. 6815
◎	SET 1-1/2" LONG X 1/4" DIA. PK NAIL TAGGED L.S. 6815
◉	FOUND 1/4" DIA. PK NAIL TAGGED L.S. 6815
■	FOUND MONUMENT AS NOTED
(R)	RADIAL LINE
DELTA	XX° XX' XX"
E.O.E.	EXCLUSIVE DRAINAGE EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
L	ARC LENGTH
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R	RADIUS

MASTER PARCEL MAP OF

PARKVIEW PHASE 2

SUBDIVISION NO. P00-022.12

ALL OF DESIGNATED REMAINDER A OF THE PARKVIEW MASTER PARCEL MAP RECORDED IN 169 P.M. 2, SACRAMENTO COUNTY RECORDS AND LYING WITHIN SECTIONS 10, 14 AND 15, T. 10 N., R. 4 E., M.D.M.
CITY OF SACRAMENTO STATE OF CALIFORNIA

OCTOBER 2006

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 2 of 5
1109.018

AGREEMENT TO CONSTRUCT IMPROVEMENTS

This Agreement to Construct Improvements ("Agreement"), dated November 17, 2015 for purposes of identification, is made between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "City", and NATOMAS GATEWAY WEST, LLC, hereinafter referred to as "NGW".

RECITALS

A. On February 2, 2007, by grant deed, Alleghany Properties, LLC, granted to NGW parcels 7 through 11, inclusive and parcel A of the Master Parcel Map of Parkview Phase 2 subdivision.

B. On December 20, 2007, the City and NGW entered into an Assignment and Assumption Agreement wherein NGW assumed obligations of the subdivider under the subdivision improvement agreement including construction of Grosbeak Circle.

C. Because of the building moratorium in the Natomas Basin, neither buildings or other construction on the six lots acquired by Alleghany nor Grosbeak Circle have been constructed. Because of the passage of time since the parties entered into the Assignment and Assumption Agreement, the parties agree that a new agreement which benefits the City by providing a process for construction of Grosbeak Circle and any associated improvements and benefits NGW by providing access to its lots which border Grosbeak Circle will benefit both the City and NGW.

AGREEMENT

In consideration of the above benefits and for other valuable consideration, the City and NGW mutually agree as follows:

1. Performance of Work. NGW agrees to furnish, construct and install at NGW's own expense the improvements shown on the plans and specifications attached to this Agreement as Exhibit A, a copy of which is on file with the Public Works Department (the "Improvements").

2. Work; Satisfaction of City Manager's Designee. All of the work on the Improvements is to be done at the places, with the materials, in the manner, and at the grades, as shown on the plans and specifications, and to the satisfaction of the City Manager's Designee.

3. Work; Time for Commencement and Performance. City sets the date for the commencement of work for the Improvements as November 17, 2015 and for its completion to be within 5 years thereafter. At least fifteen (15) calendar days prior to the commencement of the work on the Improvements, NGW shall notify the City Manager's Designee in writing of the date NGW is to commence the work on the Improvements, so that the City Manager's Designee can provide inspection services.

4. Time of Essence; Extension. Time is of the essence for this Agreement, but the dates for commencement and completion of the work for Improvements may be extended as provided herein. The City Manager's Designee, in his or her sole discretion, may grant an extension for delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, and the City Manager's Designee, in his or her sole discretion, may also grant an extension of the date for completion of the work

of construction up to one (1) year for any reason. An extension for any other reason may only be made by the Sacramento City Council, in its sole discretion. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other, further requests for extension.

5. Request for Extension; Granting. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for the extension, and shall be delivered to City in the manner specified for services of notice in paragraph 18. Any extension shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

6. Extension; No Release of Obligations. In the event the City extends the time for commencement or completion of the work to be done under this Agreement beyond the dates specified herein, the extension does not release any guarantee given by NGW pursuant to this Agreement, or relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and to waive notice of any change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

7. Extension; Conditions. The granting of any extension may be conditioned upon NGW providing City with new or amended surety bonds in amounts increased to reflect increases in the costs of constructing the required improvements that have occurred prior to the granting of the extension or are likely to occur prior to the completion of the work.

8. Improvement Security. Concurrently with the execution of this Agreement, NGW shall furnish City:

(a) Improvement security in the sum of three hundred sixty four thousand Dollars ($ 364,000.00), which sum is equal to one-hundred percent (100%) of the estimated cost of constructing the Improvements and the cost of any other obligation to be performed by NGW hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of One hundred eighty two thousand Dollars ($ 182,000.00), which sum is equal to fifty percent (50%) of the estimated cost of constructing the Improvements, securing payment to the contractor, their subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the Improvements.

The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released as determined by the City in the City's sole discretion. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying this Agreement shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

9. Inspection Fees. The fee which is paid by NGW to City includes a fee for construction inspection and no fee for that service is payable under the terms of this Agreement, provided, however, that whenever reinspection or multiple inspections are necessary because of any delay set forth in paragraph four, additional fees may be payable at the sole discretion of City.

10. Hold Harmless Agreement. NGW agrees to, and shall, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from NGW's or NGW's contractors', subcontractors', or agents' or employees' operations under this Agreement, whether the operations are by NGW or by any of NGW's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, NGW or any of NGW's contractors or subcontractors. NGW agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not waive any rights against NGW which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by NGW, of any of the insurance policies described in paragraph 11.

(b) That the hold harmless agreement by NGW shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and specifications, or regardless of whether or not the insurance policies are determined to be applicable to any of the damages or claims for damages.

11. Insurance Requirements. Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, NGW shall maintain the following insurance against liabilities arising out of activities performed by or on behalf of NGW.

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

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000).

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

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

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

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

NGW shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City Manager's Designee. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

F. Subcontractors

NGW shall require and verify that all contractors and subcontractors maintain insurance coverage that

meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Certificate of Insurance. NGW will have City's standard Certificate of Insurance completed and filed with the Risk Management Division within fifteen (15) days of the execution of this Agreement and prior to engaging in any work required by this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

13. Title to Improvements. Title to, and ownership of, all required improvements constructed under this Agreement by NGW shall vest absolutely in City, upon completion and acceptance of the required improvements by City.

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

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

If City, as its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, NGW shall pay, in addition to actual costs and expenses of the repair or work fifteen percent (15%) of the costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days of the date of billing for the work or repairs.

The foregoing guarantee shall not affect or limit in any way NGW's liability for latent defects that are not discovered during the one year guarantee period, nor shall it affect or limit in any way NGW's obligations or City's rights under the hold harmless clause set forth in paragraph 10, above.

15. NGW Not Agent of City. Neither NGW nor any of NGW's agents or contractors are or shall be

considered to be agents of City in connection with the performance of NGW's obligations under this Agreement.

16. Notice of Breach and Default. If NGW refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of the work within such time, or if NGW files a bankruptcy petition, or if an involuntary bankruptcy petition is filed, or NGW should make a general assignment for the benefit of NGW's creditors, or if a receiver should be appointed, or if NGW, or any of NGW's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the City Manager's Designee may serve written notice upon NGW and NGW's surety of breach of this Agreement, or of any portion thereof, and default of NGW.

17. Breach of Agreement: Performance by NGW or City. In the event of any notice of breach, NGW's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within fifteen (15) days after the serving upon it of a notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within fifteen (15) days after notice to City of the election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of NGW, and NGW's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, utilize in completing the work, the materials, appliances, plant and other property, belonging to NGW as may be on the site of the work and necessary therefore.

18. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail postage prepaid.

Notices required to be given to City shall be addressed as follows: Engineering Services Manager, New City Hall, 915 "I" Street, 3rd Floor, Sacramento, California 95814

Notices required to be given to NGW shall be addressed as follows:

Any party or the surety may change the address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

19. Recordation of Agreement or Abstract of the Agreement. NGW agrees that the City may record a copy of the Agreement or an abstract of the Agreement in the Official Records of Sacramento County.

20. Assignment. This Agreement will not be assigned without the written prior consent of City.

21. Joint and Several Liability. In the event that NGW consists of more than one party, each person, entity or other party described as "NGW" in the first paragraph of this Agreement or executing this Agreement for NGW, shall be jointly and severally liable for each and every obligation and requirement imposed on NGW herein.

22. Attorney's Fee. If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which the party may be entitled.

23. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the dates set forth below their respective signatures.

CITY OF SACRAMENTO,
a Municipal Corporation

By: _____

Print Name: Jerry Way

Tit JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

Dated: _____

ATTEST:

By: _____
(City Clerk)

Dated: _____

ORIGINAL APPROVED AS TO FORM:

By: _____
(City Attorney)

Dated: Oct 12, 2015

NATOMAS GATEWAY WEST, LLC.:

By: _____
(Signature)

Print Name: John Papagiannopoulos

Title: Manager

Date Signed: 9/24/15

* Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)
  * If the Owner is a corporation, the following two signatures are required:

(1) The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and

(2) The second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 24, 2015 before me, Merrilee Margetts, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MERRILEE MARGETTS
Commission # 2104472
Notary Public - California
Sacramento County
My Comm. Expires Mar 23, 2019

Signature _____ (Seal)

EXHIBIT A

IMPROVEMENT PLANS FOR

PARKVIEW - EC 50

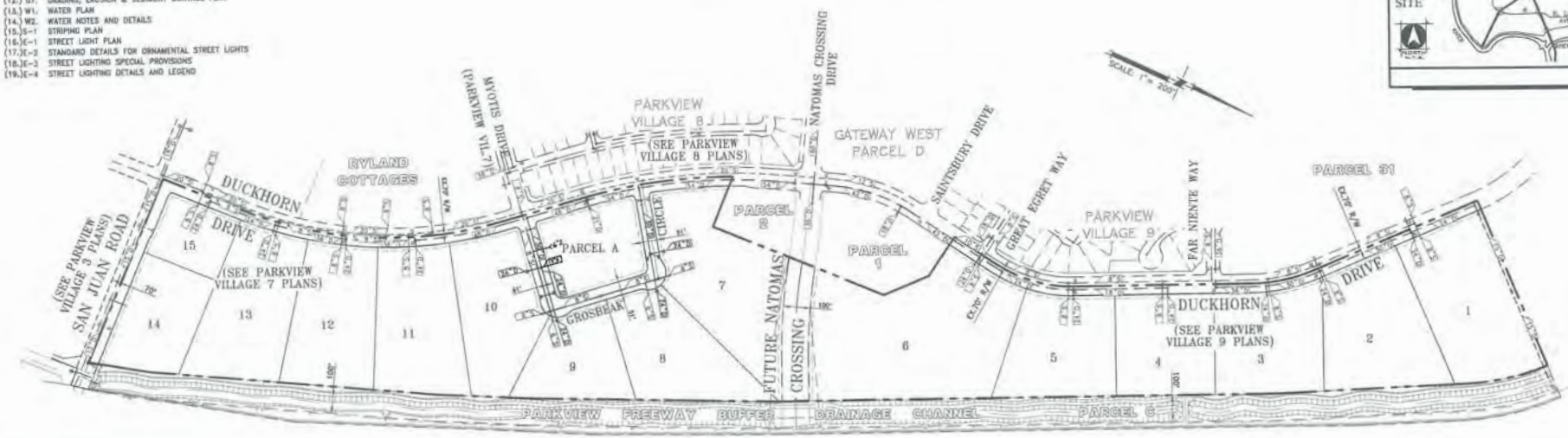
GROSBEAK CIRCLE & LOTS 1-16

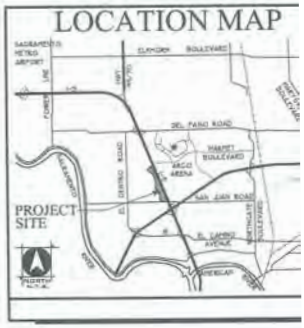
CITY OF SACRAMENTO, CALIFORNIA

SHEET INDEX

1. TITLE SHEET
2. GENERAL NOTES
3. SECTIONS AND DETAILS
4. PLAN PROFILE SHEET – GROSBEAK CIRCLE STA. 39+06.54 TO 45+40.00
5. PLAN PROFILE SHEET – GROSBEAK CIRCLE STA. 45+40.00 TO 49+08.06

(6.) G1. EROSION CONTROL NOTES AND DETAILS
(7.) G2. GRADING NOTES AND DETAILS
(8.) G3. GRADING, EROSION & SEDIMENT CONTROL PLAN
(9.) G4. GRADING, EROSION & SEDIMENT CONTROL PLAN
(10.) G5. GRADING, EROSION & SEDIMENT CONTROL PLAN
(11.) G6. GRADING, EROSION & SEDIMENT CONTROL PLAN
(12.) G7. GRADING, EROSION & SEDIMENT CONTROL PLAN
(13.) W1. WATER PLAN
(14.) W2. WATER NOTES AND DETAILS
(15.) S-1 STRIPING PLAN
(16.) E-1 STREET LIGHT PLAN
(17.) E-2 STANDARD DETAILS FOR ORNAMENTAL STREET LIGHTS
(18.) E-3 STREET LIGHTING SPECIAL PROVISIONS
(19.) E-4 STREET LIGHTING DETAILS AND LEGEND





NOTES:

1. A NOTICE OF COMPLETION WILL NOT BE ISSUED UNTIL PUBLIC IMPROVEMENTS FOR PARKVIEW VILLAGES NO. 3, 7, 8, 9, AND FREEWAY DRAINAGE FACILITIES HAVE BEEN COMPLETED AND ACCEPTED.

SITE PLAN
SEWER AND DRAINAGE LAYOUT

200' 100' 0 200' 400'
SCALE: 1" = 200'

UTILITY REPRESENTATIVES

UTILITY	COMPANY & CONTACT		PHONE
GAS	P.G. & E.	MIKE WILLIAMS	386-5013
ELECTRIC	S.M.U.D.	CHUCK HAGER	732-5722
TELEPHONE	PACIFIC BELL	GARY DEL RIO	453-6943
WATER	CITY OF SACRAMENTO	DAVID SCHAMBER	264-1423
SEWER	SACRAMENTO COUNTY	STEVE NORRIS	875-6520
DRAINAGE	CITY OF SACRAMENTO	DAVID SCHAMBER	264-1423
U.S.A.			1-800-642-2444
FIRE	CITY OF SACRAMENTO	ROSS WOODMAN	264-5260
CATV	MCI	JEFF HALL	568-8516
CATV	S.T.I.	WILLIAM FORD	641-5995
CATV	AT&T	KERRY WATERS	646-8376

OWNER/DEVELOPER

ALLEGHANY PROPERTIES
2150 RIVER PLAZA DRIVE, SUITE 155
SACRAMENTO, CA 95833
PHONE: (916) 648-7718

CIVIL ENGINEER

WOOD-RODGERS INC.
3301 C STREET, SUITE 100B
SACRAMENTO, CA 95816
PHONE: (916) 341-7760

WDID CONTROL NO. FOR N.O.I.: 5S34C318284

SUBMITTED BY:
WOOD-RODGERS INC.
TIMOTHY R. CRUSH – WOOD RODGERS, INC. — DATE 6-7-04

ACCEPTED BY:
RONALD FONG, SENIOR ENGINEER – PUBLIC WORKS — DATE

ACCEPTED BY:
UTILITIES DEPARTMENT — DATE 6-7-04

ACCEPTED BY:
COUNTY SANITATION DISTRICT 1 — DATE 6-7-04

WOOD-RODGERS
REGISTERED PROFESSIONAL ENGINEER No. 41978 Exp. 03-31-06 STATE OF CALIFORNIA
DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.780'
DESCRIPTION: CITY B.M. # 258-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE 1"=200'

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST — DATE APRIL 2004
DESIGNED BY: T. MAKRIS — R.C.E. — DATE APRIL 2004
CHECKED BY: T. CRUSH — R.C.E. 41978 — DATE APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B, Sacramento, CA 95816 — Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
TITLE SHEET

P00-022 | CC: PG45

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS, DATED JUNE, 1989. THE CONTRACTOR SHALL OBTAIN AND USE ALL APPLICABLE ADDENDUMS.
2. THE CONTRACTOR SHALL BE IN RECEIPT OF CITY ACCEPTED PLANS PRIOR TO BEGINNING CONSTRUCTION WITHIN THE STREET RIGHT-OF-WAY. ACCEPTANCE OF PLANS BY THE CITY OF SACRAMENTO IS BASED ON THE ASSUMPTION THAT THE INFORMATION CONTAINED ON THE PLANS AND SUPPORTING DOCUMENTS IS CORRECT, AND DOES NOT SUBROGATE THE DESIGN ENGINEER'S RESPONSIBILITY FOR THIS PROJECT. ANY AND ALL ERRORS AND OMISSIONS ARE THE RESPONSIBILITY OF THE DESIGN ENGINEER.
3. CONTACT THE CITY OF SACRAMENTO CONSTRUCTION SECTION AT 808-8300 TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM. CONTACT UNDERGROUND SERVICE ALERT (USA) 1-800-642-2444, FORTY-EIGHT (48) HOURS BEFORE WORK IS TO BEGIN.
5. RESPONSIBILITY FOR FINAL ACCEPTANCE OF LINE AND GRADE BY THE CITY OF SACRAMENTO WILL BE ASSUMED ONLY IF CONSTRUCTION STAKES ARE SET BY THE CITY SURVEY CREWS OR THEIR DESIGNATED REPRESENTATIVE. CITY WILL SET CONSTRUCTION STAKES ONLY IF SO INDICATED ON THE "NOTICE TO PROCEED" WITH CONSTRUCTION ISSUED FOR THIS PROJECT. CONTACT CITY OF SACRAMENTO CONSTRUCTION SECTION TWO (2) WORKING DAYS IN ADVANCE FOR CONSTRUCTION STAKES WITHIN PUBLIC RIGHT-OF-WAY.
6. FOR ALL TRENCH EXCAVATIONS FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL SAFETY (2424 ARDEN WAY, SUITE 165, SACRAMENTO -- PHONE: 916-263-2800) PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND FURNISH, INSTALL, AND MAINTAIN TEMPORARY SIGNS, BRIDGES, BARRICADES, FLAG MEN, AND OTHER FACILITIES TO ADEQUATELY SAFEGUARD THE GENERAL PUBLIC AND WORK, AND TO PROVIDE FOR THE PROPER ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC. CONSTRUCTION OPERATIONS SHALL COMPLY WITH THE WORK AREA AND TRAFFIC CONTROL HANDBOOK (WATCH). THE CONTRACTOR SHALL PROVIDE TO THE CITY TRAFFIC ENGINEER FOR REVIEW, A PLAN SHOWING TRAFFIC CONTROL MEASURES AND/OR DETOURS FOR VEHICLES AFFECTED BY THE CONSTRUCTION WORK. THE APPROVED PLAN SHALL BE DELIVERED TO THE CONSTRUCTION INSPECTOR PRIOR TO THE IMPLEMENTATION OF TRAFFIC CONTROL MEASURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL IMPROVEMENTS CONSTRUCTED AND SHALL BE DELIVERED TO THE CONSTRUCTION INSPECTOR PRIOR TO, AND IN CONSIDERATION, OF THE CITY'S ACCEPTANCE OF WORK.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE AND SEWER FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL NEW DRAINAGE AND SEWER IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
11. IF UNUSUAL AMOUNTS OF BONE, STONE OR ARTIFACTS ARE UNCOVERED, WORK WITHIN 50 METERS OF THE AREA SHALL CEASE IMMEDIATELY AND A QUALIFIED ARCHAEOLOGIST SHALL BE CONSULTED TO DEVELOP, IF NECESSARY, MITIGATION MEASURES TO REDUCE ANY ARCHAEOLOGICAL IMPACT TO A LESS THAN SIGNIFICANT EFFECT BEFORE CONSTRUCTION RESUMES IN THE AREA.
12. COST TO REMOVE AND REPLACE EXISTING PAVEMENT OVER UTILITY LINE TRENCHES SHALL BE INCLUDED IN THE BID PRICE. TRENCHES SHALL BE BACK FILLED AND PAVEMENT SHALL BE REPLACED PER CITY DETAIL C12. PAVEMENT SHALL BE REPLACED IN KIND (MINIMUM 4" AC ON 12" AB) AS DETERMINED IN THE FIELD BY THE CITY INSPECTOR. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE RESTORED (IN THERMOPLASTIC).
13. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT THE CENTER OF ALL ROUND CORNERS UNLESS OTHERWISE SHOWN. RAMPS SHALL COMPLY WITH THE MOST RECENT CITY STANDARD RAMP DETAILS. CONTRACTOR SHALL OBTAIN THESE DETAILS FROM THE CITY INSPECTOR PRIOR TO ANY RAMP CONSTRUCTION.
14. PIPE AND MANHOLE DIMENSIONS ARE TO THE CENTERLINE, UNLESS OTHERWISE NOTED.
15. ALL TAPS FIFTEEN (15) INCHES AND SMALLER INTO SEWER AND DRAIN MANHOLES SHALL BE CORE BORED WITH KOR-N-SEAL TAPS OR APPROVED EQUAL.
16. ANY WATER ENTERING THE SANITARY SEWER SYSTEM TO BE CONSTRUCTED UNDER THESE PLANS SHALL NOT BE DISCHARGED TO THE EXISTING SYSTEM. PLUGS MUST BE INSTALLED IN EXISTING MANHOLES AS NECESSARY TO PERMIT PUMPING THE NEW SYSTEM CLEAR OF WATER AND DEBRIS PRIOR TO ACCEPTANCE. CARE SHALL BE EXERCISED IN LOCATING PLUGS TO AVOID INTERRUPTING SERVICES TO EXISTING CONNECTIONS. MORTAR OR BRICK PLUGS MUST BE USED, INFLATABLE DEVICES ARE NOT SATISFACTORY.
17. DRAIN PIPE MATERIAL SHALL BE REINFORCED CONCRETE PIPE C-76 CL III, PVC SDR 35, OR AS SPECIFIED ON PLANS.
IN ALL CASES, JOINTS FOR CONCRETE PIPE SHALL BE RUBBER GASKETED JOINTS.
18. DRAIN INLET LEADS SHALL BE PVC C-900 WITH MINIMUM COVER OF 12" TO SUB-GRADE OR RCP CLASS III WITH A MINIMUM COVER OF 18" TO SUB-GRADE OR RCP CLASS IV WITH A MINIMUM COVER OF 12" TO SUB-GRADE.
19. SANITARY SEWER PIPE MAINS SHALL BE CONSTRUCTED OF V.C.P., A.B.S. OR PVC UNLESS OTHERWISE SPECIFIED ON THE PLANS.
20. ALL SEWER SERVICES SHALL BE CONSTRUCTED OF A.B.S. PIPE PER STANDARD DRAWING NO. CE 71-A.B.S. SEWER SERVICE WITHOUT CLEANOUT, UNLESS OTHERWISE NOTED ON THE PLANS.
21. ALL SEWER SERVICES SHALL BE 4" DIAMETER UNLESS OTHERWISE NOTED.
22. AGGREGATE SUBBASE SHALL CONFORM TO CALTRANS SPECIFICATIONS DATED: JULY, 1992 A.S.B., SECTION 25.
23. THE CONTRACTOR SHALL VIDEO RECORD ALL SEWER MAINS FROM SIX (6) INCH TO AND INCLUDING THIRTY-SIX (36) INCH DIAMETER ACCORDING TO THE CITY OF SACRAMENTO "VIDEO TAPE INSPECTION OF SEWER AND DRAINAGE PIPELINES." DRAINAGE PIPES SHALL BE VIDEO TAPED IF DIRECTED BY THE CITY ENGINEER. COPIES OF THIS SPECIFICATION MAY BE OBTAINED AT THE OFFICES OF THE CITY OF SACRAMENTO, ENGINEERING SERVICES SECTION, 1231 I STREET, ROOM 200.
24. THE CONTRACTOR SHALL BALL AND FLUSH ALL SEWER SYSTEMS (AND DRAIN SYSTEMS, IF REQUIRED), PRIOR TO VIDEO RECORDING. THESE SYSTEMS SHALL ALSO BE BALLED AND FLUSHED, AND FREE OF DEBRIS PRIOR TO ACCEPTANCE OF WORK.
25. A STORM WATER PERMIT MUST BE OBTAINED WHEN CONSTRUCTION ACTIVITY RESULTS IN SOIL DISTURBANCE OF ONE (1) OR MORE ACRES. THE STATE WATER RESOURCES CONTROL BOARD, DIVISION OF WATER QUALITY, STORM WATER PERMIT UNIT, P.O. BOX 1977, SACRAMENTO, CA 95812-1977, SHALL BE CONTACTED TO OBTAIN THE PERMIT PRIOR TO BEGINNING CONSTRUCTION.
26. IF WORK SHOWN ON THESE PLANS HAS NOT COMMENCED WITHIN TWO (2) YEARS FROM THE DATE OF THE CITY'S ACCEPTANCE OF THE PLANS, A SUBSEQUENT PLAN REVIEW AT THE CITY'S DISCRETION AND THE DEVELOPER'S EXPENSE MAY BE NECESSARY.
27. CONTRACTOR SHALL COMPLY WITH THE CITY OF SACRAMENTO ADMINISTRATIVE AND TECHNICAL PROCEDURES MANUAL FOR GRADING/EROSION AND SEDIMENT CONTROL.
28. CONSTRUCT SURVEY MONUMENTS AND THEIR WELLS PER CITY STD. DWG CE-6 AT LOCATIONS DETERMINED BY THE CITY AND SHOWN ON THE FINAL MAP.
29. ALL DRAINAGE MAINS AND SERVICES WHICH ARE STUBBED OUT FOR FUTURE USE SHALL BE PLUGGED OR CAPPED AS FOLLOWS:
    A. RCP 12" AND SMALLER SHALL BE CAPPED OR PLUGGED WITH A FACTORY CAP/PLUG;
    B. RCP 15" AND LARGER SHALL BE PLUGGED WITH BRICK AND MORTAR;
    C. PVC PIPE SHALL BE CAPPED OR PLUGGED WITH A FACTORY CAP/PLUG.
30. IF ANY WELL OR SEPTIC SYSTEM IS LOCATED WITHIN THE SUBDIVISION BOUNDARIES, PERMITS SHALL BE OBTAINED FROM THE COUNTY ENVIRONMENTAL HEALTH DIVISION TO ABANDON SUCH WELLS OR SEPTIC SYSTEMS PRIOR TO ANY CONSTRUCTION.
31. MITIGATION #5 REQUIRES THE PROTECTION OF CERTAIN SPECIFIED TREES. THE CONTRACTOR SHALL FOLLOW ALL MITIGATED REQUIREMENTS AND PROTECT THE SPECIFIED TREES AS REQUIRED. THE CONTRACTOR SHALL ALSO HAVE ON SITE A COPY OF SAID MITIGATION MEASURE AND MAKE IT AVAILABLE TO CONSTRUCTION WORKERS AND CITY PERSONNEL.
32. MITIGATION #8 REQUIRES MITIGATION OF DEVELOPMENT IMPACTS ON BURROWING OWLS. IF AVOIDANCE IS NOT FEASIBLE, OWLS SHALL BE RELOCATED. CONTRACTOR SHALL COOPERATE FULLY WITH THE DEVELOPER IN COMPLYING WITH THIS REQUIREMENT. THE CONTRACTOR SHALL ALSO HAVE ON SITE A COPY OF SAID MITIGATION MEASURES AND MAKE IT AVAILABLE TO CONSTRUCTION WORKERS AND CITY PERSONNEL.
33. THE EXACT WIDTH OF EXISTING PAVEMENT TO BE SALVAGED SHALL BE DETERMINED IN THE FIELD BY THE CONSTRUCTION SECTION.
34. EXISTING ASPHALT PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE. THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
35. EXACT LIMITS OF CURB AND GUTTER, SIDEWALK, DRIVEWAY, AND PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE DETERMINED IN THE FIELD BY THE CONSTRUCTION SECTION.
36. COMPACTION OF TRENCH BACK FILL BY MEANS OF JETTING IS NOT PERMITTED WITHIN THE CITY OF SACRAMENTO UNLESS SPECIFICALLY APPROVED IN WRITING BY THE CITY ENGINEER.
37. GUTTER SLOPES FROM FLOWLINE TO LIP SHALL BE FIVE (5) PERCENT BETWEEN ROUND CORNER CURB RETURNS. THE FIVE (5) PERCENT SLOPED SHALL BE TRANSITIONED TO THE STANDARD GUTTER SLOPE OVER A DISTANCE OF THREE (3) TO FIVE (5) FEET, AS DIRECTED IN THE FIELD BY THE RESIDENT ENGINEER. THE GUTTER SLOPE ADJACENT TO HANDICAP RAMPS SHALL IN NO CASE BE GREATER THAN FIVE (5) PERCENT.
38. TOP (FINAL) LIFT OF AC SHALL BE 1/2" MIX.
39. CONTROLLED DENSITY FILL (CDF) SHALL BE USED IN LIEU OF CONCRETE ENCASEMENT AS SPECIFIED IN THESE PLANS AND SHALL CONFORM TO STANDARD DRAWING CE70. MAXIMUM 28 DAY COMPRESSIVE STRENGTH SHALL BE 150 PSI. SUBMIT LOAD TICKETS AND TEST RESULTS TO CITY.
40. PAVEMENT REPAIR NECESSARY DUE TO SUBSIDENCE RESULTING FROM TRENCH FAILURE OR OTHER DEFECTS IN WORKMANSHIP SHALL CONSIST OF KEY CUTTING AND OVERLAYING BETWEEN THE TWO NEAREST INTERSECTIONS, AS DETERMINED BY THE CITY INSPECTOR.
41. IF STORM DRAIN PIPE SIZES SHOWN ON THESE PLANS ARE NOT AVAILABLE, THE NEXT LARGER PIPE DIAMETER SHALL BE INSTALLED. A PLAN REVISION APPROVED BY THE DEPARTMENT OF UTILITIES WILL BE REQUIRED.
42. CONCRETE RESTORATION: COLOR OF NEW CONCRETE SHALL MATCH ADJACENT EXISTING CONCRETE BY ADDING LAMP BLACK.

SEWER NOTES

1. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS USED WITHIN THE PIPE ZONE, INCLUDING BEDDING AND INITIAL BACKFILL, SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATION AND IMPROVEMENT STANDARDS. INTERMEDIATE BACKFILL, FINAL BACKFILL, AND ALL ROAD SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS.
2. ANY WATER ENTERING THE SANITARY SEWER SYSTEM TO BE CONSTRUCTED UNDER THESE PLANS SHALL NOT BE DISCHARGED TO THE EXISTING SYSTEM. PLUGS MUST BE INSTALLED IN EXISTING MANHOLES AS NECESSARY TO PERMIT PUMPING THE NEW SYSTEM CLEAR OF WATER AND DEBRIS PRIOR TO ACCEPTANCE. CARE SHALL BE EXERCISED IN LOCATING PLUGS TO AVOID INTERRUPTING SERVICE TO EXISTING CONNECTIONS, MORTAR AND BRICK OR MECHANICAL DEVICE PLUGS MUST BE USED, INFLATABLE DEVICES ARE NOT SATISFACTORY.
3. SANITARY SEWER MAINS SHALL BE CONSTRUCTED OF VCP PIPE. BEDDING AND INITIAL BACKFILL FOR ALL SEWER PIPE SHALL BE TYPE II ALTERNATE.
4. ALL MANHOLES SHALL BE 48" IN DIAMETER, UNLESS OTHERWISE SHOWN ON THE PLANS. MANHOLES SHALL BE SET FLUSH WITH FINISH GRADE UNLESS OTHERWISE NOTED. MANHOLES LOCATED OUTSIDE PAVED AREAS SHALL HAVE RIMS SET 12" ABOVE GROUND SURFACE OR TO GRADES AS NOTED AND SHALL USE LOCKING TYPE LIDS.
5. MANHOLE VACUUM TESTING PER ASTM C1244-93 IS REQUIRED, WITH THE ADDITION OF THE FOLLOWING CONSTRAINT; A MINIMUM OF 8 INCHES OF MERCURY SHALL BE HELD FOR A MINIMUM TIME OF ONE MINUTE.
6. ALL SEWER SERVICES SHALL BE 4 INCHES IN DIAMETER UNLESS OTHERWISE NOTED ON THE PLANS.
7. ALL SERVICE SEWERS SHALL BE CONSTRUCTED OF ABS PER SACRAMENTO COUNTY STANDARD DRAWING NO. 7-10. SERVICE SEWERS SHALL HAVE A MINIMUM OF 4 FEET OF COVER AT THE PROPERTY LINE AND SHALL BE TO THE CENTER OF THE LOT UNLESS OTHERWISE SHOWN. SEWER SERVICES TO MANHOLES SHALL MATCH INVERT TO CROWN WITH THE EXIT PIPE UNLESS OTHERWISE NOTED.
8. CONSTRUCTION OF THE CLEANOUT TO GRADE AT THE RIGHT-OF-WAY IS REQUIRED. CONSTRUCTION OF THE TOP 1 FOOT OF THE CLEANOUT RISER MAY BE DELAYED UNTIL THE INSTALLATION OF THE BUILDING SEWER AT THE OPTION OF THE DEVELOPER, EXCEPT WHERE THE WATER MAIN IS TO BE INSTALLED BEHIND THE SIDEWALK (REFER TO NOTE 10: STANDARD DRAWING 7-5). IF THE CONSTRUCTION OF THE TOP 1 FOOT OF THE RISER IS DELAYED THE LOCATION OF THE SERVICE SHALL BE ACCURATELY STAKED WITH A 4"x4" POST.
9. COUNTY SANITATION DISTRICT 1 REQUIRES THE CONTRACTOR TO VIDEO RECORD ALL SEWER MAINS FROM SIX INCH (6") TO AND INCLUDING THIRTY-SIX INCH (36") DIAMETER IN ACCORDANCE WITH SECTION 38 OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS. ADDITIONAL INFORMATION AND ASSIGNMENT OF SEWER MANHOLE NUMBERS MAY BE OBTAINED AT THE WATER QUALITY DEPARTMENT CUSTOMER SERVICE OFFICE AT 10545 ARMSTRONG AVE., SUITE 101, MATHER, CA. 95655. THE INSPECTION RECORD SHALL BE PROVIDED TO SACRAMENTO COUNTY WATER QUALITY DIVISION STAFF FOR REVIEW PRIOR TO ACCEPTANCE OF SEWER IMPROVEMENTS.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		DRAIN MANHOLE
		SEWER MANHOLE
		DRAIN INLET
		CLEAN OUT
		SEWER LINE AND SIZE
		DRAIN LINE AND SIZE
		WATER LINE AND SIZE
		WATER SERVICE
		WATER VALVE
		FIRE HYDRANT
		CHAIN LINK FENCE
		CHAIN LINK GATE
		DRIVEWAY
		TRAFFIC SIGN AS NOTED
		SEWER SERVICE
		FIRE DEPARTMENT CONNECTION
		DOUBLE CHECK VALVE
		AIR RELEASE VALVE
		BLOW-OFF
		GAS, TELEPHONE OR ELECTRIC
		PROPERTY LINE
		MONUMENT
		STREET LIGHT
		FLUSHING BRANCH
		SIDEWALK RAMP
		TREE TO BE REMOVED/RELOCATED
	31.25	SPOT ELEVATION
		STREET NAME SIGN (PERMANENT)
		30" R1 SIGN (STOP)
		FUTURE DRIVEWAY

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
AVRV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BOW	BACK OF WALK
Q, CL	CENTER LINE
CONST	CONSTRUCT
CR	CURB RETURN
CT	COURT
DI	DROP INLET
DIP	DUCTILE IRON PIPE
MH(D)	STORM DRAIN MANHOLE
DR	DRIVE
E	EAST
EC	END CURVE
ELEV.	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
EXIST	EXISTING
EVC	END OF VERTICAL CURVE
FH	FIRE HYDRANT
FL	FLOW LINE
GR	GRATE
GB	GRADE BREAK
HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE
HS	SEWER HOUSE SERVICE
INV.	INVERT
JP	JOINT POLE
LT.	LEFT
LF	LINEAR FEET
MAX.	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PIVC	POINT OF INTERSECTION VERTICAL CURVE
PL	PROPERTY LINE
PP	POWER POLE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
PRC	POINT OF REVERSE CURVATURE
RT	RIGHT
R/W	RIGHT OF WAY
S	SOUTH
SE	SANITARY SEWER EASEMENT
SHT	SHEET
STA.	STATION
MH(S)	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TANGENT
TBC	TOP BACK OF CURB
TYP.	TYPICAL
TP	TELEPHONE POLE
W	WEST
WM	WATER MAIN

WOOD-RODGERS INC.

REGISTERED PROFESSIONAL ENGINEER No. 41978 Exp. 03-31-06 CIVIL STATE OF CALIFORNIA

DATE: 6-7-04

NO.	REVISIONS DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.760'
DESCRIPTION: CITY B.M.# 258-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD

SCALE

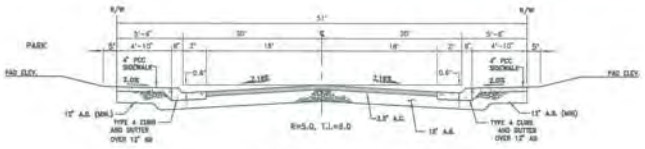
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PREST DATE: APRIL 2004
DESIGNED BY: T. MARIS R.C.E. DATE: APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41978 DATE: APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GENERAL NOTES AND LEGEND

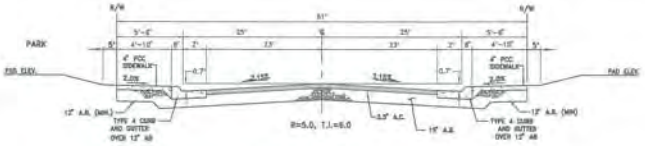
P00-022
CC: PG45
SHEET 2 OF 19



51' R.O.W.

SCALE: NOT TO SCALE

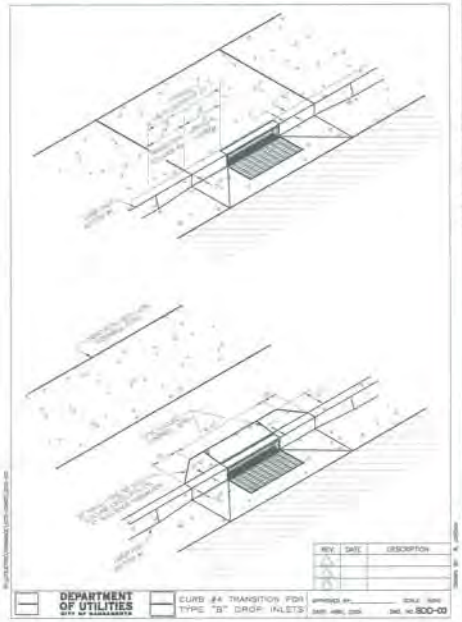
GROSBEAK CIRCLE (STA. 42+10.60 TO 49+08.08)

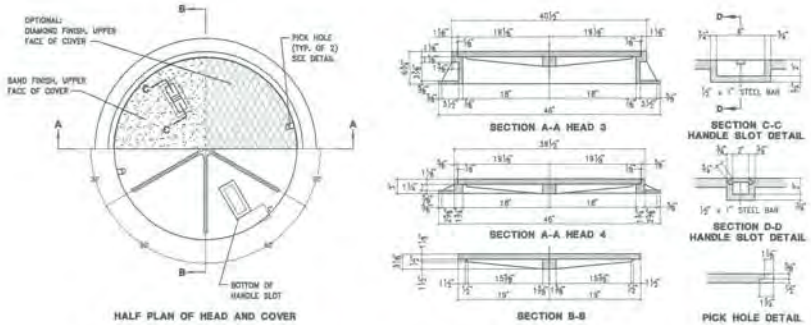


61' R.O.W.

SCALE: NOT TO SCALE

GROSBEAK CIRCLE (STA. 39+06.54 TO 42+10.60)





STANDARD MANHOLE HEAD 3, HEAD 4, COVER B

N.T.S.

WOOD-RODGERS INC.

REGISTERED PROFESSIONAL ENGINEER No. 46778 Exp.03-31-06 CIVIL STATE OF CALIFORNIA

DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.760'
DESCRIPTION: CITY B.M.# 255-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD

SCALE
HORIZ.=AS
VERT.= SHOWN

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST DATE: APRIL 2004
DESIGNED BY: T. MARRIS R.C.E. DATE: APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41978 DATE: APRIL 2004

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

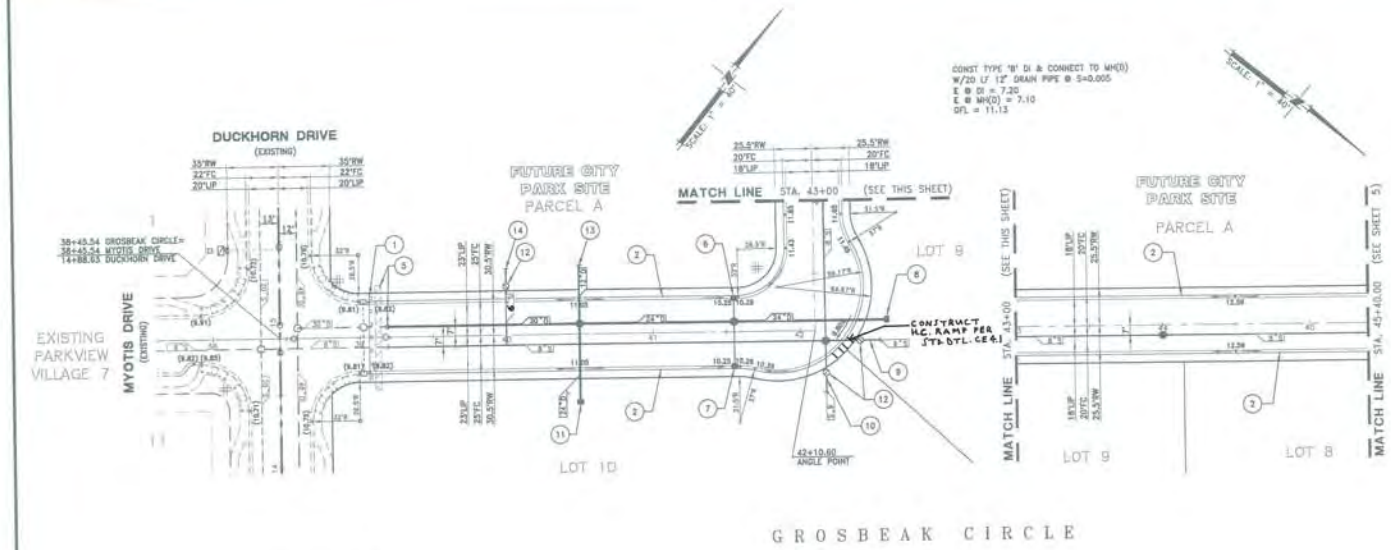
IMPROVEMENT PLANS FOR
PARKVIEW
EC-50

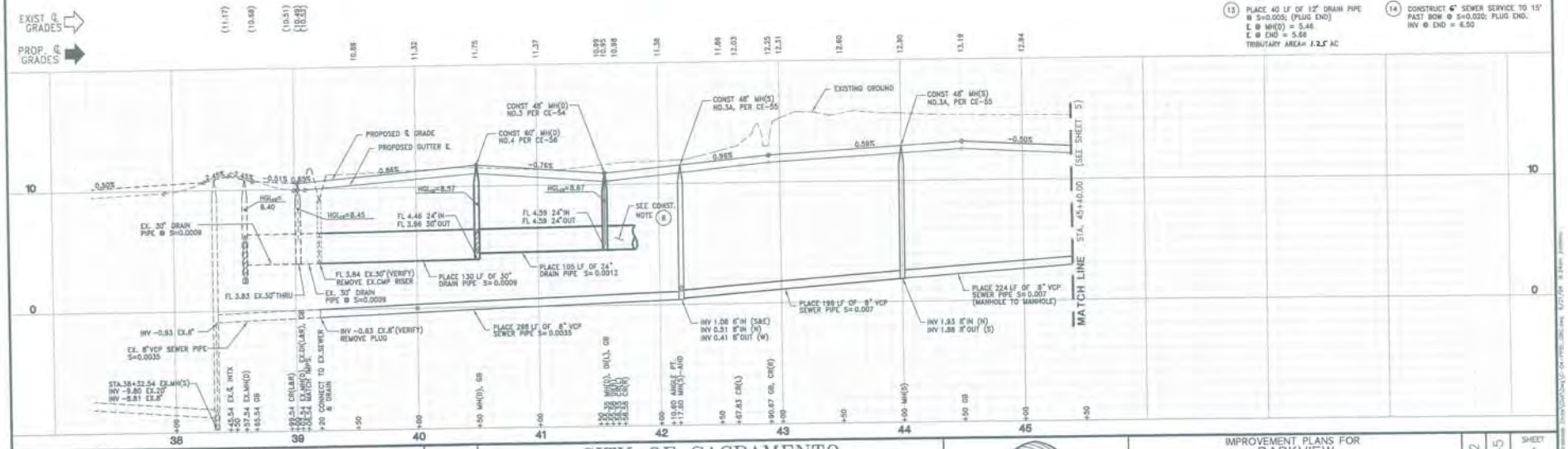
SECTIONS AND DETAILS

P00-022
CC: PG45

SHEET 3 OF 19

PARKVIEW - EC 50 IP- 1109.018





CONSTRUCTION NOTES:

1. REMOVE EXIST HEADERBOARD AND TIMBER BARRICADE AS PART OF CLEARING AND GRUBBING.
2. CONSTRUCT NO. 4 CURB AND GUTTER W/4' PCC SIDEWALK.
3. NOT USED.
4. NOT USED.
5. REMOVE BERM & EX. INLET AND CONNECT TO EXISTING 30" DRAIN PIPE.
6. CONST TYPE 'B' DI & CONNECT TO MH(D) W/15 LF 12" DRAIN PIPE @ S=0.005
   E @ DI = 6.25
   E @ MH(D) = 6.17
   GFL = 10.25
7. CONST TYPE 'B' DI & CONNECT TO MH(D) W/28 LF 12" DRAIN PIPE @ S=0.0593
   E @ DI = 6.25
   E @ MH(D) = 4.59
   GFL = 10.25
8. CONSTRUCT DITCH BOX 15' PAST BOW PER SHEET G4 & CONNECT TO MH(D) W/105 LF OF 24"DRAIN PIPE @ S=0.005;
   E @ DITCH BOX = 5.12
   E @ MH(D) = 4.59
   E @ SIDE OPENING = 8.8
   TRIBUTARY AREA = 2.64 AC
9. PLACE 37 LF OF 6" VCP PIPE TO 15' PAST BOW @ S=0.020; PLUG END.
   INV @ END = 1.87
   INV @ MH(S) = 1.08
10. PLACE 35 LF OF 6" VCP PIPE TO 15' PAST BOW @ S=0.020; PLUG END.
    INV @ END = 1.78
    INV @ MH(S) = 1.08
11. CONSTRUCT DITCH BOX 15' PAST BOW PER SHT G4 & CONNECT TO MH(D) W/52 LF OF 24" DRAIN PIPE @ S=0.005;
    E @ DITCH BOX = 4.72
    E @ MH(D) = 4.46
    E @ SIDE OPENING = 8.6
    TRIBUTARY AREA = 3.86 AC
12. CONSTRUCT CLEANOUT-TO-GRADE @ 3' MAX. BEHIND SIDEWALK PER STD. DTL.#7-9.
13. PLACE 40 LF OF 12" DRAIN PIPE @ S=0.005; (PLUG END)
    E @ MH(D) = 5.46
    E @ END = 5.68
    TRIBUTARY AREA= 1.25 AC
14. CONSTRUCT 6" SEWER SERVICE TO 15' PAST BOW @ S=0.020; PLUG END.
    INV @ END = 6.50

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
No. 41978
Exp.03-31-06
CIVIL
STATE OF CALIFORNIA
DATE: 6-7-04

PARKVIEW - EC 50 IP- 1103.018

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.760'
DESCRIPTION: CITY B.M.# 156-HTC
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE
HORIZ.=1"=40'
VERT.=1"=4'

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST DATE APRIL 2004
DESIGNED BY: T. MAKRIS R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH R.C.E. #1978 DATE APRIL 2004

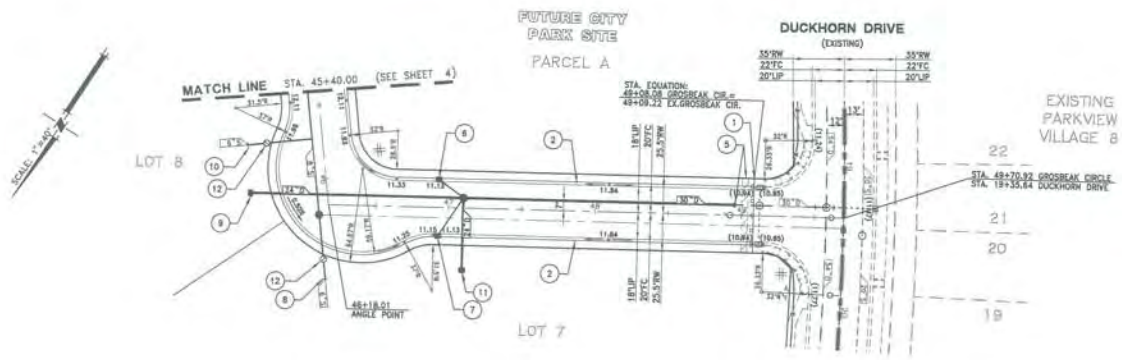
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GROSBEAK CIRCLE
STA. 39+06.54 TO 45+40.00

P00-022 CC: PG45

SHEET 4 OF 19

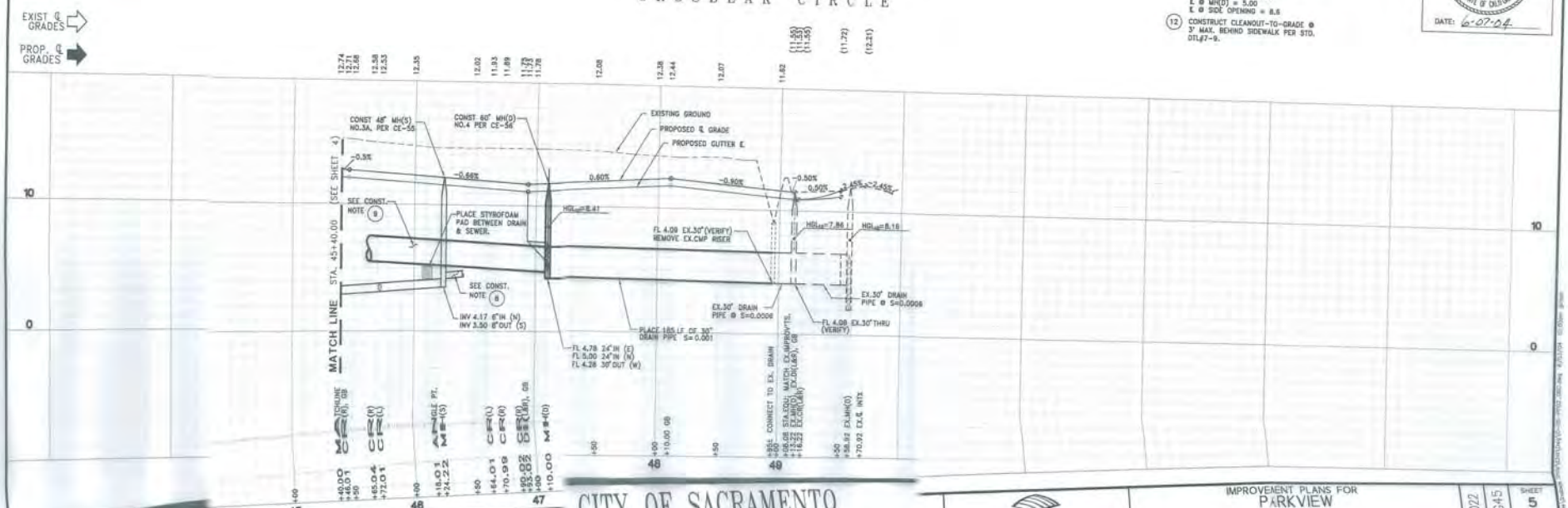
PARKVIEW - EC 50 IP- 1109.018



CONSTRUCTION NOTES:

1. REMOVE EXIST HEADERBOARD AND TIMBER BARRICADE AS PART OF CLEARING AND GRUBBING.
2. CONSTRUCT NO. 4 CURB AND GUTTER W/4' PCC SIDEWALK.
3. NOT USED.
4. NOT USED.
5. REMOVE BERM & EX. INLET AND CONNECT TO EXISTING 30" DRAIN PIPE.
6. CONST TYPE 'B' DI & CONNECT TO MH(D) W/20 LF 12" DRAIN PIPE @ S=0.005
   E @ DI = 7.20
   E @ MH(D) = 7.10
   GFL = 11.13
7. CONST TYPE 'B' DI & CONNECT TO MH(D) W/30 LF 12" DRAIN PIPE @ S=0.0567
   E @ DI = 7.20
   E @ MH(D) = 5.50
   GFL = 11.13
8. PLACE 44 LF OF 6" VCP PIPE TO 15' PAST BOW @ S=0.010; PLUG END.
   INV @ END = 4.61
   INV @ MH(S) = 4.17
9. CONSTRUCT DITCH BOX 15' PAST BOW PER SHT G4 & CONNECT TO MH(D) W/147 LF OF 24"DRAIN PIPE @ S=0.005;
   E @ DITCH BOX = 5.52
   E @ MH(D) = 4.78
   E @ SIDE OPENING = 8.8
10. STA. 45+72.01
    PLACE 44 LF OF 6" VCP PIPE TO 15' PAST BOW @ S=0.020; PLUG END.
    INV @ END = 4.43
    INV @ CLEANOUT = 4.13
    INV @ SS PIPE = 3.23
11. CONSTRUCT DITCH BOX 15' PAST BOW PER SHT G4 & CONNECT TO MH(D) W/48 LF OF 24"DRAIN PIPE @ S=0.005;
    E @ DITCH BOX = 5.24
    E @ MH(D) = 5.00
    E @ SIDE OPENING = 8.6
12. CONSTRUCT CLEANOUT-TO-GRADE @ 3' MAX. BEHIND SIDEWALK PER STD. DTL#7-9.

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
Randy Rhea
No. 41978
Exp. 03-31-06
CIVIL
STATE OF CALIFORNIA
DATE: 6-07-04



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.780'
DESCRIPTION: CITY B.M.# 256-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE
HORIZ. = 1"=40'
VERT. = 1"=4'

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST
DATE: APRIL 2004
DESIGNED BY: T. MAKRIS
R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH
R.C.E. 41978 DATE APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GROSBEAK CIRCLE
STA. 45+40.00 TO 49+08.08

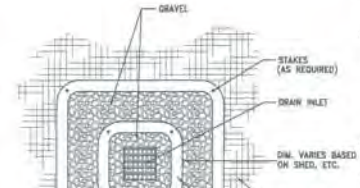
P00-022
CC:PG45
SHEET 5 OF 19

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES FOR THE CITY OF SACRAMENTO'S "ADMINISTRATIVE AND TECHNICAL PROCEDURES MANUAL FOR GRADING AND EROSION AND SEDIMENT CONTROL" FOR THE MEASURES SHOWN OR STATED ON THESE PLANS.
2. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL PLACE INLET BAGS IN ALL EXISTING DRAINAGE STRUCTURE OPENINGS WHICH COLLECT FLOW FROM THE PROPOSED PROJECT. THE CONTRACTOR SHALL PLACE THESE INLET BAGS IN ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THE INLET BAGS SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
3. PRIOR TO GRADING, THE CONTRACTOR SHALL PLACE SILT FENCING PER CITY OF SACRAMENTO'S "ADMINISTRATIVE AND TECHNICAL PROCEDURES MANUAL FOR GRADING AND EROSION AND SEDIMENT CONTROL" WHERE CUT OR FILLS EXCEED 0.5 FEET IN HEIGHT ALONG THE PERIPHERY OF THE SITE TO TREAT THE RUNOFF TO ADJACENT PROPERTIES. THESE EROSION CONTROL ELEMENTS SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
4. WHEN THE FINAL GRADING IS COMPLETED, THE CONTRACTOR SHALL STABILIZE ALL SLOPES 3:1 OR STEEPER WITH SEEDING, MULCHING, BROADCAST STRAW, OR JUTE NETTING AS DESCRIBED IN THE GUIDELINES MENTIONED IN NOTE 1.
5. THE CONTRACTOR SHALL PLACE STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THE PLANS PRIOR TO COMMENCEMENT OF GRADING AND SHALL REMAIN IN PLACE UNTIL ROADWAY BASE ROCK IS COMPLETED. LOCATION MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE.
6. CONTRACTOR SHALL STORE ALL CONSTRUCTION MATERIALS AT ONE DESIGNATED LOCATION. THIS LOCATION SHALL BE BERMED AND FENCED. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
7. CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASTE. THIS AREA SHALL BE BERMED AND USED FOR CONCRETE TRUCKS TO DROP THEIR LEFTOVER WASTE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
8. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR THE WINTER MONTHS PRIOR TO OCTOBER 1.
9. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE DEPARTMENT OF UTILITIES.
10. THIS PLAN MAY NOT COVER ALL SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE DEPARTMENT OF UTILITIES.
11. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS FOR MAINTENANCE OF BMP'S, AS WELL AS, ANY CORRECTIVE CHANGES TO THE BMP'S OR EROSION AND SEDIMENT CONTROL PLAN.
12. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE, DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED; NO AREAS WILL BE LEFT EXPOSED OVER THE WINTER SEASON.
13. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
14. THE CONTRACTOR SHALL KEEP ONSITE & OFFSITE PAVED STREETS CLEAN AT ALL TIMES. ANY MATERIAL DEPOSITED ON PAVED STREETS BY THE CONTRACTORS OPERATION SHALL BE REMOVED & CLEANED BY SWEEPING AT THE END OF EACH DAY OR AS NECESSARY.
15. HAZARDOUS WASTE MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS WASTES TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ON-SITE INCLUDE BUT ARE NOT LIMITED TO PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS. SPECIAL CARE MUST BE TAKEN IN STORING AND DISPOSAL OF HAZARDOUS WASTES. THESE MATERIALS SHOULD BE CLEARLY LABELED AND STORED IN PROTECTIVE CONTAINERS. CHEMICALS THAT MAY REACT WITH OTHER MATERIALS SHOULD BE STORED IN SEPARATE CONTAINERS. HAZARDOUS WASTE MUST NOT BE DISPOSED OF IN DUMPSTERS LABELED FOR CONSTRUCTION DEBRIS. ALL HAZARDOUS WASTES MUST BE COLLECTED, REMOVED FROM THE SITE, AND DISPOSED OF ONLY AT AUTHORIZED DISPOSAL AREAS.
16. SPILL PREVENTION AND CONTROL: PREVENT THE DISCHARGE OF POLLUTANTS TO THE DRAINAGE SYSTEM FROM LEAKS AND SPILLS BY REDUCING THE CHANCE FOR SPILLS, STOPPING THE SOURCE OF SPILLS, CONTAINING AND CLEANING UP SPILLS, PROPERLY DISPOSING OF SPILL MATERIAL AND TRAINING EMPLOYEES. AN AMPLE SUPPLY OF SPILL CONTROL AND CLEANUP MATERIALS MUST BE AVAILABLE ONSITE NEAR STORAGE AREAS. SPILL & LEAKS SHOULD BE ATTENDED TO IMMEDIATELY. SPILLS OR LEAKS ON PAVEMENTS SHOULD BE CLEANED UP USING AS LITTLE WATER AS POSSIBLE. NEVER HOSE DOWN DRY MATERIAL SPILLS. SWEEP UP OR EXCAVATE THE MATERIAL AND DISPOSE OF PROPERLY. IF A LEAK OR SPILL WILL ENTER OR HAS ENTERED THE DRAINAGE SYSTEM, REPORT TO THE CITY OF SACRAMENTO 24-HOUR OPERATOR AT 264-5011.
17. WINTERIZATION: THE SITE SHALL BE STABILIZED PRIOR TO ANY EXTENDED SHUT DOWN DURING THE WINTER. CONTACT THE DEPARTMENT OF UTILITIES FOR SITE INSPECTION. EMERGENCY CONTACT NUMBERS FOR KEY PERSONNEL SHALL BE ON FILE WITH THE INSPECTOR DURING THE SHUT DOWN.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

1. CONTRACTOR IS ADVISED THAT THE STATE OF CALIFORNIA HAS ADOPTED NATIONAL POLLUTION DISCHARGE ELIMINATION REQUIREMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLEAN WATER ACT. THIS PROJECT IS SUBJECT TO ALL OF THE REQUIREMENTS CONTAINED IN THOSE ACTS THE CONTRACTOR SHALL ABIDE BY ALL OF THE LAWS, ORDINANCES AND REGULATIONS ASSOCIATED WITH THE NPDES AND THE CLEAN WATER ACT.
2. AS PART OF THE NPDES REQUIREMENTS, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE DEVELOPED FOR THE PROJECT. AN OUTLINE OF THIS PLAN HAS BEEN DEVELOPED BY THE OWNER. THE CONTRACTOR SHALL COMPLETE THE SWPPP AND UPDATE IT AS NECESSARY THROUGHOUT CONSTRUCTION OF THE PROJECT. A COPY OF THE OUTLINE SWPPP IS AVAILABLE FROM THE OWNER.
3. THE STORM WATER POLLUTION PREVENTION PLAN MUST BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION AND BE AVAILABLE AT THE CONSTRUCTION SITE. THE CONTRACTOR IS ADVISED THAT HE SHALL CONFORM TO THIS REQUIREMENT AND THAT HE SHALL IMPLEMENT ALL OF THE MEASURES REQUIRED BY THE STORM WATER POLLUTION PREVENTION PLAN, INCLUDING MAINTENANCE OF DILIGENT RECORD KEEPING AND LOGS AS REQUIRED BY THE SWPPP.
4. THE CONTRACTOR SHALL PROVIDE COPIES OF THE UPDATED STORM WATER POLLUTION PREVENTION PLAN TO THE CITY AND OWNER PRIOR TO STARTING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE COPIES OF HIS SWPPP RECORDS AND LOGS DURING THE COURSE OF CONSTRUCTION, ON A MONTHLY BASIS, TO THE OWNER. THE CONTRACTOR SHALL ALSO KEEP COPIES OF THESE RECORDS AND LOGS WITH THE SWPPP AT THE CONSTRUCTION SITE FOR POTENTIAL VIEWING BY THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD.



PLAN VIEW

ASSEMBLY & INSTALLATION OF FIBER ROLLS:

1. ROLL LENGTH OF EROSION CONTROL BLANKET INTO A TUBE OF MINIMUM 8 IN. DIAMETER & BIND EVERY 4 FT. AND AT EACH END WITH JUTE-TYPE TWINE.
2. LOCATE FIBER ROLLS ON LEVEL CONTOURS SPACED AS FOLLOWS:
   - A.) SLOPE INCLINATION OF 4:1 OR FLATTER: FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 20 FT.
   - B.) SLOPE INCLINATION BETWEEN 4:1 AND 2:1 : FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 15 FT.
   - C.) SLOPE INCLINATION OF 2:1 OR GREATER : FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 10 FT.
3. TURN THE ENDS OF THE FIBER ROLLS UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE FIBER ROLL.
4. STAKE FIBER ROLLS INTO A 2 TO 4 IN. DEEP TRENCH WITH A WIDTH EQUAL TO THE DIAMETER OF THE FIBER ROLL.
5. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED, NOT ABUTTED.

INSPECTION & MAINTENANCE OF FIBER ROLLS:

1. REPAIR OR REPLACE SPLIT, TORN, UNRAVELING OR SLUMPING FIBER ROLLS.
2. INSPECT FIBER ROLLS WHEN RAIN IS FORECAST, FOLLOWING RAIN EVENTS, AT LEAST DAILEY DURING PROLONGED RAINFALL, AND AT TWO-WEEK INTERVALS DURING THE NON-RAINY SEASON.
3. SEDIMENT SHOULD BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES ONE-HALF THE DESIGNATED SEDIMENT STORAGE DEPTH, USUALLY ONE-HALF THE DISTANCE BETWEEN THE TOP OF THE FIBER ROLL AND THE ADJACENT GROUND SURFACE. SEDIMENT REMOVED DURING MAINTENANCE MAY BE INCORPORATED INTO THE EARTHWORK ON THE SITE OR DISPOSED AT AN APPROPRIATE LOCATION.

INLET FILTER-FIBER ROLLS W/ GRAVEL BED

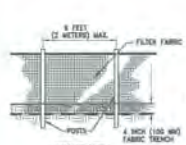
N.T.S.

Best Management Practice	Location	Schedule Implementation	Maintenance Schedule
Preserving Existing Vegetation	Around perimeter of project site	Continuous, until construction is completed	Educate employees and subcontractors regarding importance of maintaining existing vegetation to prevent erosion and filter out sediment in runoff from disturbed areas on the construction site. Inspect site perimeter monthly to verify the outside vegetation is not disturbed.
Protect Graded Areas and Slopes from Washout and Erosion	Throughout project site	During Wet Season	Inspect graded areas and slopes on at least a monthly basis to check for erosion. Repair tributary areas or install filter barrier or sand bag dikes as necessary to prevent erosion.
Gravel Filter	Along flow lines of unpaved roadways within site	In place during Wet Season until roadways are paved	Inspect after each storm. Remove onsite sediment deposited behind berm or barrier to maintain effectiveness.
Bag Inlet Filter	Inlets to the storm drainage system	Continuous until Landscaping is in place.	Inspect weekly and after each storm. Remove sediment and debris before accumulations have reached one third the depth of the bag. Repair or replace inlet filter bag as soon as damage occurs.
Silt Fencing	See note 3 of erosion & sediment control notes	During Wet Season	Inspect after each storm. Remove sediment deposited behind fencing whenever necessary to maintain effectiveness.
Hydroseeding	3:1 slopes	In place during by Sept. 15	Inspect slopes on at least a monthly basis to check for erosion. If erosion is noted, spread straw mulch over affected areas.
Stabilized Construction Entrance	Entrances to site from public roadways	Continuous, until entrances and onsite roadways are paved	Inspect on a monthly basis and after each rainfall. Add aggregate base material whenever necessary to prevent sediment from being tracked into public street.
Wind Erosion Control Practices	Wherever necessary throughout project site	Continuous until grading is completed and soils have stabilized	Inspect site during windy conditions to identify areas where wind erosion is occurring and obtain erosion as necessary.
Good Housekeeping Measures	Throughout project site	Continuous until construction is completed	Inspect site on at least a monthly basis to verify good housekeeping practices are being implemented.
Proper Construction Material Storage	Designated area	Continuous until construction is completed	Inspect site on at least a weekly basis to verify that construction materials are stored in a manner which would not cause storm water pollution.
Proper Construction Waste Storage and Disposal Including 1) Concrete	Designated collection area and containers	Continuous until construction is completed	Inspect site on at least a weekly basis to assure waste is stored properly and disposed of at legal disposal site, daily.
Spill Cleanup Including 1) Paint & Painting Supplies 2) Vehicle fueling, maintenance & cleaning	Material handling areas	Immediately at time of spill	Inspect material handling areas on at least a monthly basis to verify proper spill cleanup.
	Designated area with secondary containment	Continuous	Keep ample supplies of spill clean-up materials on site & inspect on regular schedule.
Street and Storm Drainage Facility Maintenance Definitions	Streets and storm drainage facilities	Continuous until construction is completed	Maintain storm drainage facilities and paved streets clear of sediment and debris.

1. Wet Season: Entire period between October 1 through April 30. Contractor shall also implement Wet Season Measures if wet weather is expected during the dry season
2. Phases of Grading
   - Initial: When clearing and grubbing activities occur.
   - Rough: When cut and fill activities occur and the site improvements are constructed, including underground piping, streets, sidewalks, and other improvements.
   - Final: When final elevations are set, and site improvements are completed and ready for City acceptance.

BEST MANAGEMENT PRACTICES TABLE

1. STORM DRAIN MESSAGE SHALL BE APPROVED BY THE CITY OF SACRAMENTO
2. STORM DRAIN MESSAGE SHALL BE APPLIED IN SUCH A WAY AS TO PROVIDE A CLEAR LEGIBLE MESSAGE.
3. DIMENSIONS OF STORM DRAIN MESSAGE SHALL NOT EXCEED 12" x 33". THE LETTERS SHOULD BE A MINIMUM OF 1.5" INCHES IN HEIGHT.
4. IF STAMPED IN CONCRETE, THE DEPTH SHOULD BE APPROXIMATELY 0.25 INCH.

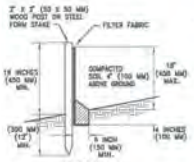


FRONT VIEW

PLAN

NOTES:

1. FILTER BARRIER SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS THE EXPECTED FLOW PATH AND AS APPROVED BY THE ADMINISTRATOR. THE MAXIMUM DISTANCE BETWEEN FILTER BARRIERS SHALL BE 4.5 METERS 5 THE SLOPE EXPRESSED AS A RATIO.
2. FILTER FABRIC SHALL BE PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINEAR FOOT AT 20 PERCENT MAXIMUM ELONGATION AND CONTAINING ULTRAVIOLET INHIBITORS. FILTER FABRIC SHALL RETAIN A MINIMUM OF 85 PERCENT OF THE SOIL, BY WEIGHT, BASED ON SIEVE ANALYSIS, BUT IS NOT FINER THAN AN EQUIVALENT OPENING SIZE OF 70.
3. SUPPORT POSTS SHALL BE A MINIMUM 30 INCHES LONG 3 INCH X 2 INCH WOOD POSTS OR STEEL FORM STAKES DRIVEN WITH A MINIMUM OF 12 INCH INTO THE GROUND. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART. FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH 1/2 INCH STAPLES OR 16 GAUGE WIRE TIES SPACED A MAXIMUM OF 8 INCHES APART.
4. A 4 INCH FABRIC TRENCH SHALL BE EXCAVATED ALONG THE UPHILL SIDE OF FILTER BARRIER POSTS. THE BOTTOM EDGE OF THE FABRIC SHALL EXTEND TO AND ACROSS THE BOTTOM OF THE TRENCH. THE TRENCH SHALL BE BACKFILLED TO 4 INCHES ABOVE GROUND AND COMPACTED TO BURY AND SECURE THE BOTTOM OF THE FILTER FABRIC.
5. CONTRACTOR SHALL MAKE INSPECTIONS WEEKLY DURING THE WET SEASON, MONTHLY DURING THE DRY SEASON AND IMMEDIATELY AFTER EACH RAINFALL TO DETERMINE IF REPAIRS AND SEDIMENT REMOVAL IS REQUIRED. SEDIMENT SHALL BE REMOVED BEFORE IT HAS REACHED ONE THIRD THE HEIGHT OF THE FILTER FABRIC.

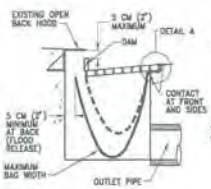


SECTION A-A

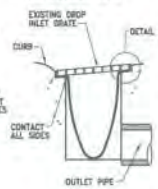
FILTER BARRIER

N.T.S.

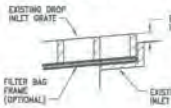
PLACEMENT AT TYPE B AND E DROP INLETS



PLACEMENT AT TYPE A, C, D, & F DROP INLETS AND PARKING LOTS



DETAIL A

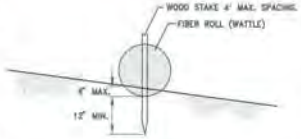


NOTES:

1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINEAL FOOT. AN EQUIVALENT OPENING SIZE NOT GREATER THAN A 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLONS / MINUTE / SQ. FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDING NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT BE CAUSED TO REST MORE THAN 1/2" ABOVE THE INLET FRAME (SEE DETAIL A).
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR IT'S FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS.

STORM DRAIN INLET FILTER BAG

N.T.S.

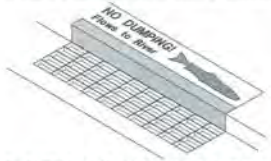


PROFILE VIEW
EMBEDMENT DETAIL

PLAN VIEW
ALIGNMENT DETAIL

FIBER ROLL (WATTLE) INSTALLATION DETAIL

N.T.S.



A PUBLIC NOTICE SHALL BE PLACED ADJACENT TO ALL DRAIN INLETS IN ACCORDANCE WITH THE DETAIL ABOVE.

STORM DRAIN PUBLIC NOTICE

N.T.S.

WOOD-RODGERS INC.

REGISTERED PROFESSIONAL ENGINEER No. 41878 Exp. 03-31-06 CIVIL STATE OF CALIFORNIA

DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.780'
DESCRIPTION: CITY B.M. # 256-H7E
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE
HORIZ.=N/A
VERT.=N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. FRIST DATE APRIL 2004
DESIGNED BY: T. MARKS R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41878 DATE APRIL 2004

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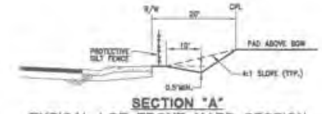
IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
EROSION & SEDIMENT CONTROL
NOTES & DETAILS

P00-022 CC:PG45 SHEET G1 OF 19

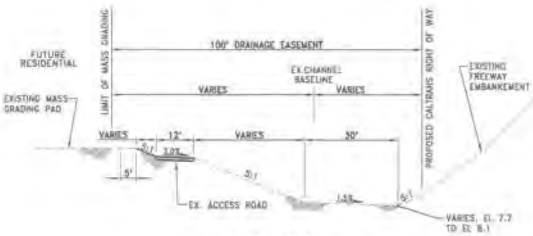
PARKVIEW - EC 50 IP- 1100.018

GRADING NOTES

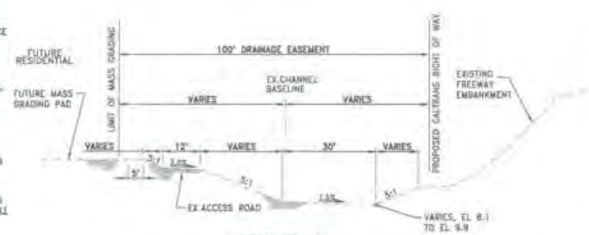
1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS, WHICH ARE AVAILABLE AT THE CITY OF SACRAMENTO.
2. ALL CONTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH FHA STANDARDS.
3. ALL GRADING SHALL BE IN CONFORMANCE WITH THE CITY OF SACRAMENTO GRADING, EROSION AND SEDIMENT CONTROL ORDINANCE (ORD. NO. 93-068)
5. ALL APPLICABLE FEES TO BE PAID AND PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR BEFORE COMMENCEMENT OF CONSTRUCTION.
6. ALL GRADING TO BE DONE IN ACCORDANCE WITH THE CITY OF SACRAMENTO REQUIREMENTS AND IN CONFORMANCE WITH THE PRELIMINARY SOILS REPORT, FILE NO. WKA 3425.03 PREPARED BY WALLACE-KUHL & ASSOCIATES, DATED APRIL 4, 1997. CONTRACTOR TO NOTIFY GEOTECHNICAL ENGINEER, OWNER, AND THE CITY OF SACRAMENTO PRIOR TO ANY GRADING.
7. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE IMPROVEMENT PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS PROJECT WILL BE REQUIRED TO NOTIFY MEMBERS OF UNDERGROUND SERVICE ALERT 48 HOURS IN ADVANCE OF PERFORMING WORK. BY CALLING THE TOLL FREE NUMBER (800) 642-2444. EXCAVATIONS FOR THE PURPOSE OF THESE REQUIREMENTS, SHALL BE DEFINED AS BEING 18" OR MORE IN DEPTH.
8. THE CONSULTING ENGINEER SHALL NOTIFY THE CITY OF SACRAMENTO IMMEDIATELY UPON COMPLETION OF STAKING AND 48 HOURS PRIOR TO COMMENCEMENT OF ANY GRADING BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT START GRADING UNTIL THE CITY COMPLETES PRE-GRADING INSPECTION.
9. ALL FILL WITHIN PAVED AREAS SHALL BE 95% COMPACTION. ALL OTHER FILL SHALL BE 90% COMPACTION. UNLESS OTHERWISE NOTED IN THE GEOTECHNICAL REPORT.
10. SOIL DENSITIES SHALL BE CERTIFIED BY THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL SUBMIT WRITTEN CERTIFICATION TO THE CONSULTING ENGINEER, THE OWNER AND TO THE CITY ENGINEER.
11. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY EROSION CONTROL, SHOULD THE PROJECT BE UNDER CONSTRUCTION BETWEEN OCTOBER 1 AND APRIL 15. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. BY OCTOBER 1st OF EACH YEAR, SUCH TEMPORARY EROSION CONTROL FEATURES AS ARE NECESSARY TO PREVENT DAMAGE DURING THE FORTHCOMING WINTER SEASON SHALL BE CONSTRUCTED AND FUNCTIONING. MUD AND SILT SHALL BE SETTLED OUT OF THE STORM RUNOFF BEFORE SAID RUNOFF LEAVES THE CONSTRUCTION SITE, ENTERS STORM DRAIN SYSTEMS, OR ENTERS A NATURAL CHANNEL.
12. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL, OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
13. SHOULD ANY PREHISTORIC (ARROWHEADS, MORTAR, HUMAN BONES) OR HISTORIC ARTIFACTS (GLASS, CERAMICS, METAL, NAILS) BE EXPOSED DURING EXCAVATION, GRADING OR CONSTRUCTION OPERATIONS, ALL WORK SHALL CEASE IMMEDIATELY WITHIN 50 METERS OF THE FOUND MATERIAL(S) AND THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE IMMEDIATELY NOTIFIED. A QUALIFIED ARCHAEOLOGIST SHALL BE CONSULTED TO DETERMINE WHETHER ANY SUCH MATERIAL(S) ARE SIGNIFICANT PRIOR TO CONTINUING EXCAVATION, GRADING OR CONSTRUCTION ACTIVITIES AT THE ARCHAEOLOGICAL SITE. IF NECESSARY, FURTHER MITIGATION MEASURES MAY BE REQUIRED TO FURTHER REDUCE ANY ARCHAEOLOGICAL IMPACT TO A LESS THAN SIGNIFICANT LEVEL BEFORE CONSTRUCTION CONTINUES. STANDARDIZED PROCEDURES FOR EVALUATION OF ACCIDENTAL FINDS AND DISCOVERY OF HUMAN REMAINS SHALL BE FOLLOWED AS PRESCRIBED IN APPENDIX K OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.
14. GRADING, TRENCHING, CUTTING AND/OR FILLING WITHIN THE DRIP LINE OF THOSE TREES, DESIGNATED ON THE SITE PLAN FOR PRESERVATION, SHALL NOT OCCUR. NO ACTIONS SHALL BE TAKEN THAT WILL HARM THE HEALTH, VITALITY OR LONGEVITY OF THOSE TREES IDENTIFIED ON THE SITE PLAN FOR PRESERVATION.
15. CONTRACTOR SHALL DISPOSE OF ANY TREES REMOVED DURING GRADING BY MEANS OTHER THAN LANDFILL.
16. NO REFUELING, LUBRICATION OR MAINTENANCE OF EARTHMOVING OR OTHER CONSTRUCTION VEHICLES SHALL BE DONE ANYWHERE ON THE SITE EXCEPT WITHIN APPROVED CONSTRUCTION STAGING AREAS.
17. WOOD RODGERS. IS NOT RESPONSIBLE FOR GRADING UNLESS CONSTRUCTION STAKING IS PERFORMED BY THIS OFFICE.
18. PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR WHICH IS NECESSARY DUE TO ALLEGED STAKING ERROR, THE CONTRACTOR SHALL NOTIFY WOOD RODGERS. FOR RESTAKING AND VERIFICATION OF PREVIOUS STAKING. SHOULD ANY CORRECTIVE WORK BE DONE PRIOR TO NOTIFICATION, OR IF THE ORIGINAL STAKING IS DONE BY OTHERS, WOOD RODGERS. ASSUMES NO LIABILITIES FOR THE COSTS INCURRED FOR THIS WORK. WHERE IT IS DETERMINED THAT ANY CORRECTIVE ACTION WILL REQUIRE FINANCIAL PARTICIPATION BY WOOD RODGERS., THAT AMOUNT SHALL BE AGREED TO BY WOOD RODGERS. CORPORATION IN WRITING PRIOR TO TAKING CORRECTIVE ACTION. FAILURE TO OBTAIN WRITTEN ACCEPTANCE BY WOOD RODGERS. WILL NEGATE ALL REQUIREMENTS OF OUR FINANCIAL ASSISTANCE.
19. WOOD RODGERS. HAS EXERCISED A REASONABLE AND ACCEPTABLE STANDARD OF CARE IN THE PREPARATION OF THESE PLANS. HOWEVER, THE DESIGN PROCESS INCLUDES ACTIVITIES OCCURRING AFTER PLAN SIGNATURE. THESE ACTIVITIES INCLUDE CALCULATION, PLAN CHECK AND VERIFICATIONS DURING CONSTRUCTION. SHOULD PERSONS, OTHER THAN WOOD RODGERS., PERFORM THE CONSTRUCTION STAKING OPERATION, THEY SHALL INDEMNIFY WOOD RODGERS. FROM ANY DAMAGES RESULTING FROM FAILURE TO PERFORM THOSE TASKS OR ANY EXPENSE OR DAMAGE RESULTING FROM OMISSION OR ERROR CONTAINED IN THE PLANS WHICH WOULD REASONABLY HAVE BEEN DISCOVERED AND CORRECTED BY WOOD RODGERS.
20. ALL SLOPE BANKS ARE 2:1 MAXIMUM UNLESS OTHERWISE NOTED.
21. ANY GRADING OPERATIONS OUTSIDE OF SUBDIVISION BOUNDARY SHALL REQUIRE RIGHT-OF-ENTRY.



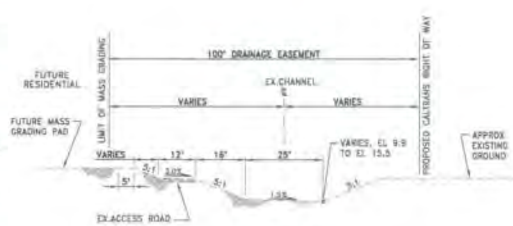
SECTION "A"
TYPICAL LOT FRONT YARD SECTION
N.T.S.



SECTION "C"
REAR LOT GRADING
N.T.S. STA 14+00 TO STA 17+50



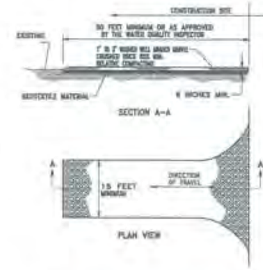
SECTION "D"
REAR LOT GRADING
N.T.S. STA 17+50 TO STA 29+10



SECTION "E"
REAR LOT GRADING
N.T.S. STA 29+60 TO STA 54+20

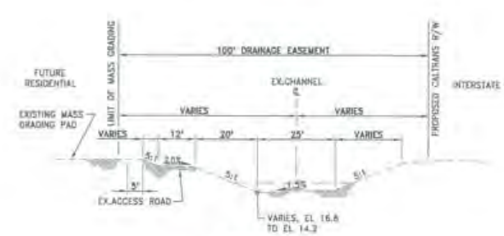
TYPICAL TYPE A LOT
ROUGH GRADING DETAIL
N.T.S.

1. FINISH GRADING IS TO BE COMPLETED BY OTHERS, AS PART OF FUTURE BLDG. CONSTRUCTION.
2. ALL FUTURE BLDGS WILL BE CONSTRUCTED SUCH THAT THE FIRST FLOOR WILL BE MINIMUM 1' 1.5 FEET ABOVE THE THE 100-YEAR WATER SURFACE ELEVATIONS OR 1.7 FEET ABOVE THE CONTROLLING DOWNSTREAM RELEASE POINT, WHICH EVER IS HIGHER.



NOTES
1. STABILIZED CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 1" TO 3" WELL GRADED GRAVEL OR CRUSHED ROCK PLACED TO A MINIMUM THICKNESS OF 6 INCHES. THE METHOD OF PLACING, SPREADING AND COMPACTING AGGREGATE BASE MATERIAL SHALL CONFORM TO SECTION 26 OF THE STATE SPECIFICATIONS.
2. LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 50 FEET. WIDTH SHALL BE A MIN. OF 15 FT OR GREATER IF NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS. PROVIDE AMPLE TURNING RADII.
3. ACCESSES SHALL BE INSPECTED MONTHLY AND AFTER EACH RAINFALL WITH MAINTENANCE PROVIDED AS NECESSARY. MATERIAL SHALL BE REPLACED WHEN SURFACE VOIDS ARE VISIBLE.
4. ALL SEDIMENT DEPOSITED ON PAVED SURFACES SHALL BE REMOVED EVERY 24-HOURS.

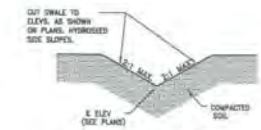
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.



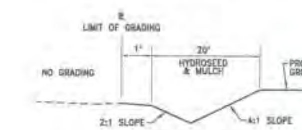
SECTION "F"
REAR LOT GRADING
N.T.S. STA 54+70 TO STA 68+35

LEGEND AND ABBREVIATIONS

EXIST. GROUND ELEVATIONS	29.5
PROPOSED HOUSE PAD ELEVATION	P=346.0
LOT NUMBER	54
PROPOSED BACK OF SIDEWALK	30.00
EXIST. CONTOUR LINE	
PROPOSED CONTOUR GRADING LINE	350
EXIST. SWALE	
PROPOSED SWALE	
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
EXISTING FINISHED GRADE ELEVATION	29.8 (EXIST.)
FLOW LINE ELEVATION	F.L. 35.4
HYDRAULIC GRADE LINE ELEVATION	HGL 42.50
EXISTING DRAIN PIPE DI & MH	MH DI 12"D
PROPOSED DRAIN PIPE DI & MH	MH DI 12"D
PROPOSED SEWER PIPE	MH SERVICE 8"S
GRADING LIMIT LINE	
PROPOSED BARRIER FENCING	X X
VERNAL POOL	V. P.
STREET CENTERLINE	℄
NO GRADING	N. G.
PROPOSED FINISHED GRADE ELEVATIONS	47.50
BUILDING PAD LINE	B. P. L.
SUBDIVISION BOUNDARY	SUBDIVISION BOUNDARY
RETAINING WALL	
COMPACTED PAD LINE	CPL



SECTION "G"
V-TYPE DRAINAGE SWALE
N.T.S.



SECTION "H"
V-TYPE DRAINAGE SWALE
N.T.S.

WOOD-RODGERS IN

DATE: 6-7-04

NO.	REVISIONS DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.760'
DESCRIPTION: CITY B.M.# 256-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE HORIZ.=N/A VERT.=N/A

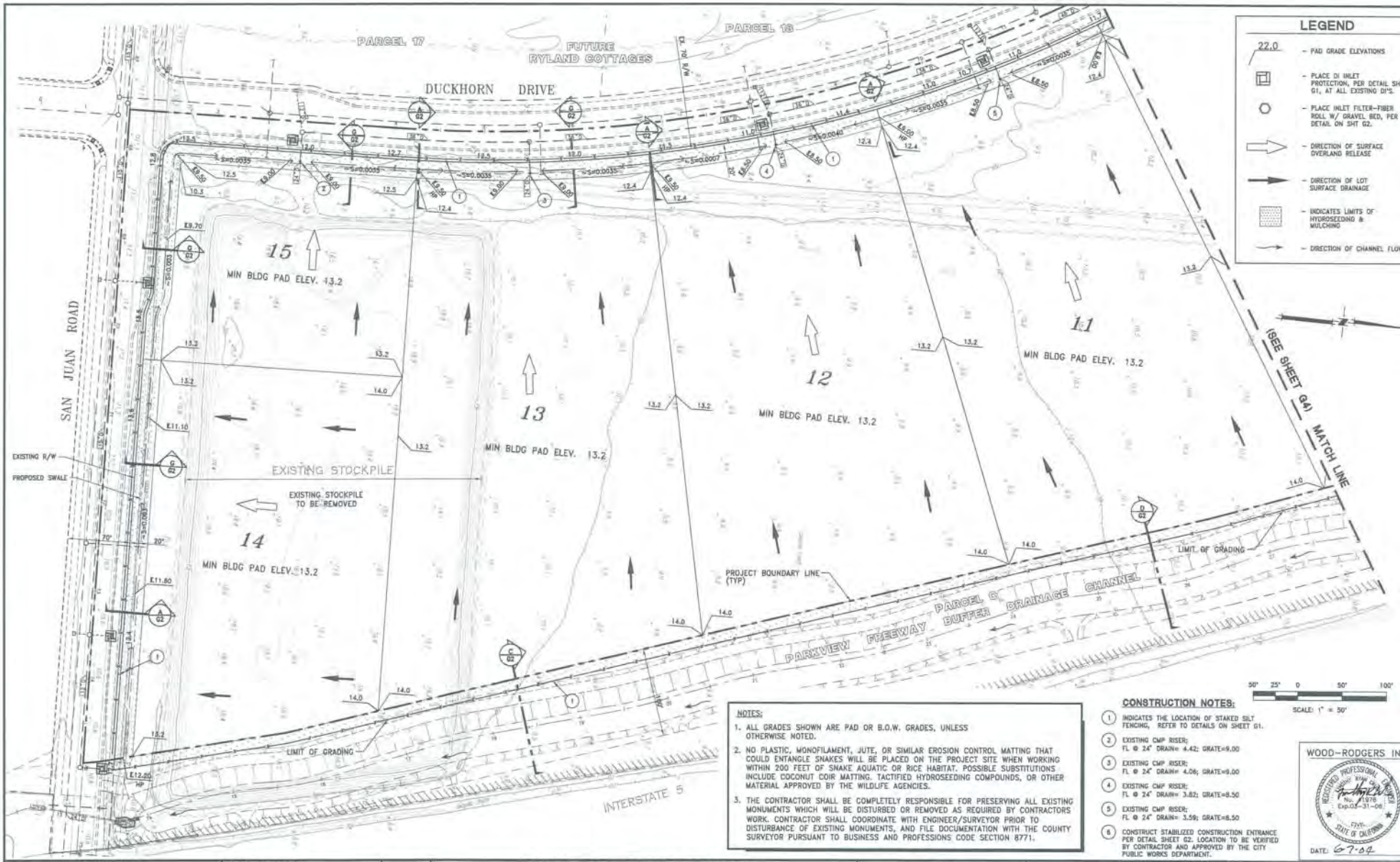
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST DATE APRIL 2004 | DESIGNED BY: T. MAKRIS R.C.E. DATE APRIL 2004 | CHECKED BY: T. CRUSH R.C.E. 41978 DATE APRIL 2004

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816 Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING NOTES
AND DETAILS

P00-022
CC: PG45



NOTES:

1. ALL GRADES SHOWN ARE PAD OR B.O.W. GRADES, UNLESS OTHERWISE NOTED.
2. NO PLASTIC, MONOFILAMENT, JUTE, OR SIMILAR EROSION CONTROL MATTING THAT COULD ENTANGLE SNAKES WILL BE PLACED ON THE PROJECT SITE WHEN WORKING WITHIN 200 FEET OF SNAKE AQUATIC OR RICE HABITAT. POSSIBLE SUBSTITUTIONS INCLUDE COCONUT COIR MATTING. TACTIFIED HYDROSEEDING COMPOUNDS, OR OTHER MATERIAL APPROVED BY THE WILDLIFE AGENCIES.
3. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTORS WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

CONSTRUCTION NOTES:

1. INDICATES THE LOCATION OF STAKED SILT FENCING, REFER TO DETAILS ON SHEET G1.
2. EXISTING CMP RISER; FL @ 24" DRAIN= 4.42; GRATE=9.00
3. EXISTING CMP RISER; FL @ 24" DRAIN= 4.06; GRATE=9.00
4. EXISTING CMP RISER; FL @ 24" DRAIN= 3.62; GRATE=8.50
5. EXISTING CMP RISER; FL @ 24" DRAIN= 3.59; GRATE=8.50
6. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL SHEET G2. LOCATION TO BE VERIFIED BY CONTRACTOR AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

WOOD-RODGERS IN

REGISTERED PROFESSIONAL ENGINEER No. 41978 Exp.03-31-06 CIVIL STATE OF CALIFORNIA

DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.760'
DESCRIPTION: CITY B.M. # 256-H7C.
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE 1"=50' N/A

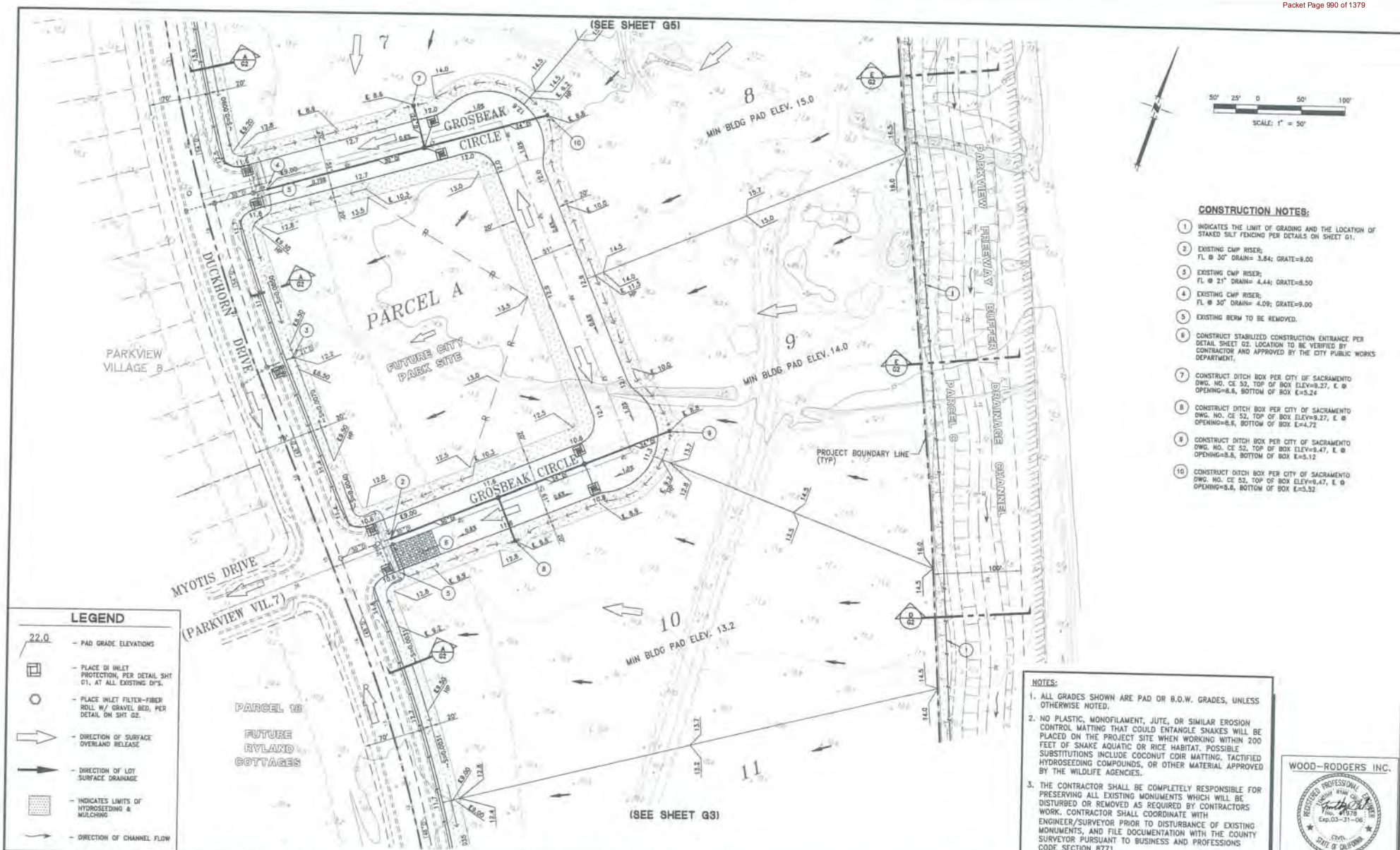
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. FRIEST DATE APRIL 2004
DESIGNED BY: T. MAKRIS DATE APRIL 2004 R.C.E.
CHECKED BY: T. CRUSH R.C.E. 41978 DATE APRIL 2004

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816 Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING, EROSION & SEDIMENT CONTROL PLAN

P00-022 CC:PG45 SHE G3 OF 18



CONSTRUCTION NOTES:

1. INDICATES THE LIMIT OF GRADING AND THE LOCATION OF STAKED SILT FENCING PER DETAILS ON SHEET G1.
2. EXISTING CMP RISER; FL @ 30" DRAIN= 3.84; GRATE=9.00
3. EXISTING CMP RISER; FL @ 21" DRAIN= 4.44; GRATE=8.50
4. EXISTING CMP RISER; FL @ 30" DRAIN= 4.09; GRATE=9.00
5. EXISTING BERM TO BE REMOVED.
6. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL SHEET G2. LOCATION TO BE VERIFIED BY CONTRACTOR AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.
7. CONSTRUCT DITCH BOX PER CITY OF SACRAMENTO DWG. NO. CE 52, TOP OF BOX ELEV=8.27, E @ OPENING=8.8, BOTTOM OF BOX E=5.24
8. CONSTRUCT DITCH BOX PER CITY OF SACRAMENTO DWG. NO. CE 52, TOP OF BOX ELEV=9.27, E @ OPENING=8.8, BOTTOM OF BOX E=4.72
9. CONSTRUCT DITCH BOX PER CITY OF SACRAMENTO DWG. NO. CE 52, TOP OF BOX ELEV=9.47, E @ OPENING=8.8, BOTTOM OF BOX E=5.12
10. CONSTRUCT DITCH BOX PER CITY OF SACRAMENTO DWG. NO. CE 52, TOP OF BOX ELEV=9.47, E @ OPENING=8.8, BOTTOM OF BOX E=5.52

LEGEND

- 22.0 – PAD GRADE ELEVATIONS
- PLACE DI INLET PROTECTION, PER DETAIL SHT G1, AT ALL EXISTING DI'S.
- PLACE INLET FILTER-FIBER ROLL W/ GRAVEL BED, PER DETAIL ON SHT G2.
- DIRECTION OF SURFACE OVERLAND RELEASE
- DIRECTION OF LOT SURFACE DRAINAGE
- INDICATES LIMITS OF HYDROSEEDING & MULCHING
- DIRECTION OF CHANNEL FLOW

NOTES:

1. ALL GRADES SHOWN ARE PAD OR B.O.W. GRADES, UNLESS OTHERWISE NOTED.
2. NO PLASTIC, MONOFILAMENT, JUTE, OR SIMILAR EROSION CONTROL MATTING THAT COULD ENTANGLE SNAKES WILL BE PLACED ON THE PROJECT SITE WHEN WORKING WITHIN 200 FEET OF SNAKE AQUATIC OR RICE HABITAT. POSSIBLE SUBSTITUTIONS INCLUDE COCONUT COIR MATTING, TACTIFIED HYDROSEEDING COMPOUNDS, OR OTHER MATERIAL APPROVED BY THE WILDLIFE AGENCIES.
3. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTORS WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER — TIMOTHY RYAN CRUSH — No. 41978 — Exp. 03-31-06 — CIVIL — STATE OF CALIFORNIA
DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV: 16.760'
DESCRIPTION: CITY B.M. # 256-HTC
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE 1"=50' N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

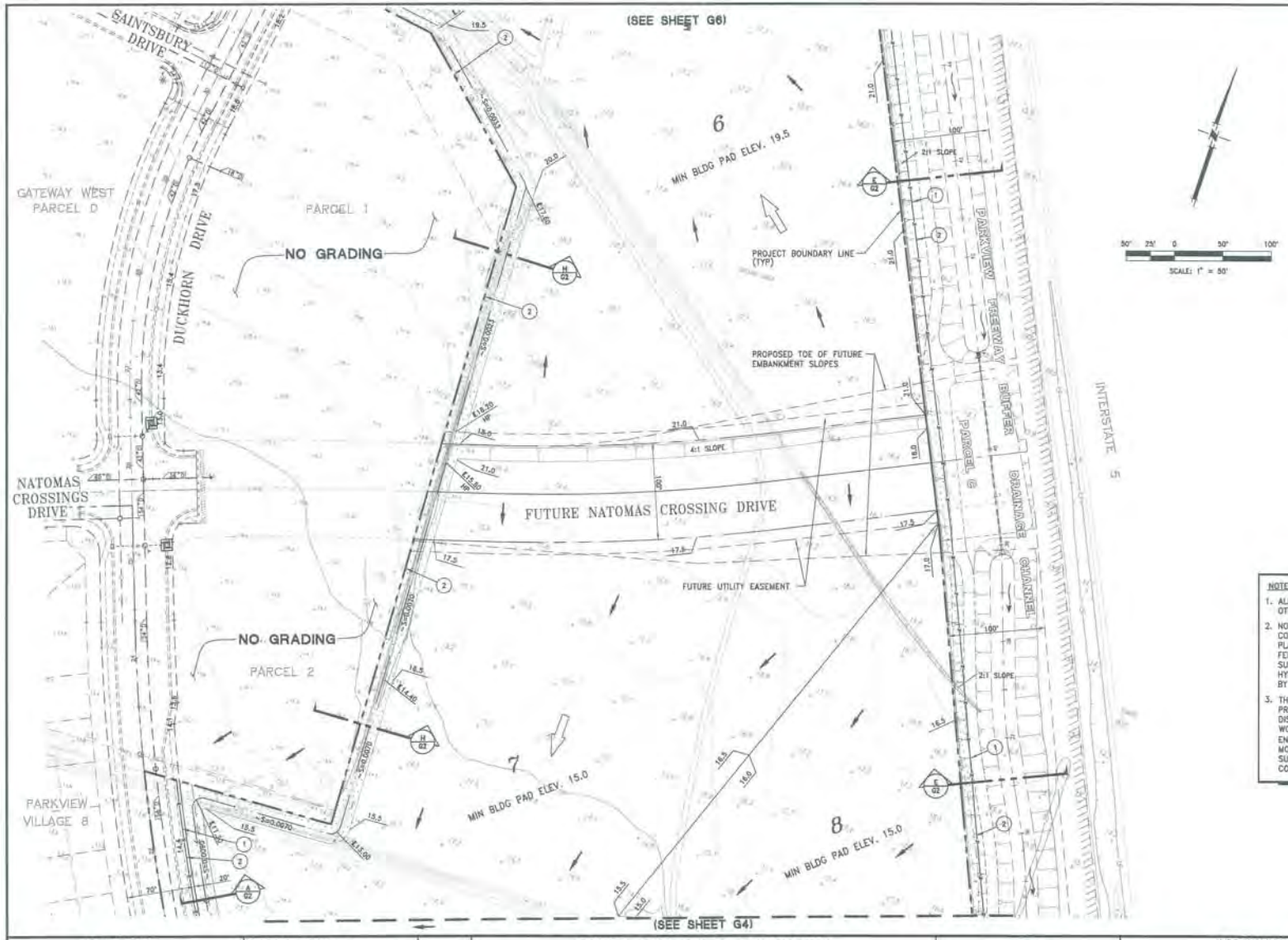
DRAWN BY: J. PRIEST — DATE APRIL 2004
DESIGNED BY: T. MAKRIS — R.C.E. — DATE APRIL 2004
CHECKED BY: T. CRUSH — R.C.E. 41978 — DATE APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St. Bldg. 100-B Sacramento, CA 95816 Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING, EROSION & SEDIMENT CONTROL PLAN

P00-022 CC: PG45

SHEET G4 OF 19



LEGEND

- 22.0 – PAD GRADE ELEVATIONS
- PLACE DI INLET PROTECTION, PER DETAIL SHT G1, AT ALL EXISTING DI'S.
- PLACE INLET FILTER-FIBER ROLL W/ GRAVEL BED, PER DETAIL ON SHT G2.
- DIRECTION OF SURFACE OVERLAND RELEASE
- DIRECTION OF LOT SURFACE DRAINAGE
- INDICATES LIMITS OF HYDROSEEDING & MULCHING
- DIRECTION OF CHANNEL FLOW

CONSTRUCTION NOTES:

1. INDICATES THE LOCATION OF STAKED SILT FENCING. REFER TO DETAILS ON SHEET G1.
2. INDICATES THE LIMIT OF GRADING.

NOTES:

1. ALL GRADES SHOWN ARE PAD OR B.O.W. GRADES, UNLESS OTHERWISE NOTED.
2. NO PLASTIC, MONOFILAMENT, JUTE, OR SIMILAR EROSION CONTROL MATTING THAT COULD ENTANGLE SNAKES WILL BE PLACED ON THE PROJECT SITE WHEN WORKING WITHIN 200 FEET OF SNAKE AQUATIC OR RICE HABITAT. POSSIBLE SUBSTITUTIONS INCLUDE COCONUT COIR MATTING, TACTIFIED HYDROSEEDING COMPOUNDS, OR OTHER MATERIAL APPROVED BY THE WILDLIFE AGENCIES.
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WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
No. 41978
Exp. 03-31-06
CIVIL
STATE OF CALIFORNIA
DATE: 5-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.280'
DESCRIPTION: CITY B.M. # 258-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD

SCALE 1"=50' N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

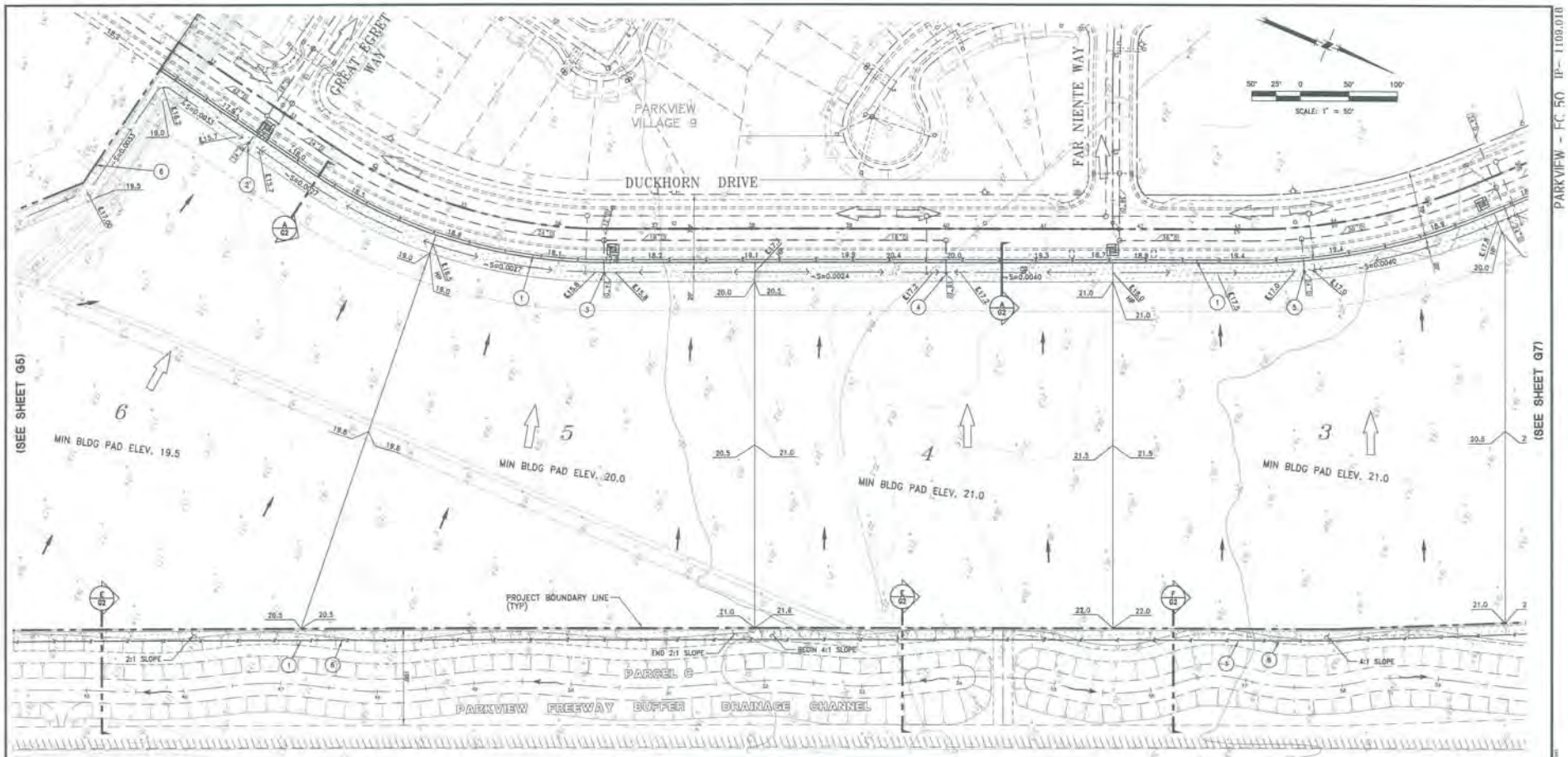
DRAWN BY: J. PRIEST DATE APRIL 2004
DESIGNED BY: T. MAKRIS DATE APRIL 2004 N.C.E.
CHECKED BY: T. CRUSH R.C.E. 41978 DATE APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING, EROSION & SEDIMENT CONTROL PLAN

P00-022 CC: PG45 SHEET G5 OF 19

PARKVIEW - EC 50 IP- 1109.010



CONSTRUCTION NOTES:

1. INDICATES THE LOCATION OF STAKED SILT FENCING. REFER TO DETAILS ON SHEET G1.
2. EXISTING CMP RISER; FL @ 24" DRAIN= 8.04; GRATE=15.70
3. EXISTING CMP RISER; FL @ 24" DRAIN= 9.24; GRATE=15.80
4. EXISTING CMP RISER; FL @ 18" DRAIN= 11.17; GRATE=17.20
5. EXISTING CMP RISER; FL @ 24" DRAIN= 10.05; GRATE=17.00
6. INDICATES THE LIMIT OF GRADING.

NOTES:

1. ALL GRADES SHOWN ARE PAD OR B.O.W. GRADES, UNLESS OTHERWISE NOTED.
2. NO PLASTIC, MONOFILAMENT, JUTE, OR SIMILAR EROSION CONTROL MATTING THAT COULD ENTANGLE SNAKES WILL BE PLACED ON THE PROJECT SITE WHEN WORKING WITHIN 200 FEET OF SNAKE AQUATIC OR RICE HABITAT. POSSIBLE SUBSTITUTIONS INCLUDE COCONUT COIR MATTING, TACTIFIED HYDROSEEDING COMPOUNDS, OR OTHER MATERIAL APPROVED BY THE WILDLIFE AGENCIES.
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LEGEND

- 22.0 – PAD GRADE ELEVATIONS
- PLACE DI INLET PROTECTION, PER DETAIL SHT G1, AT ALL EXISTING DI'S.
- PLACE INLET FILTER-FIBER ROLL W/ GRAVEL BED, PER DETAIL ON SHT G2.
- DIRECTION OF SURFACE OVERLAND RELEASE
- DIRECTION OF LOT SURFACE DRAINAGE
- INDICATES LIMITS OF HYDROSEEDING & MULCHING
- DIRECTION OF CHANNEL FLOW

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER TIMOTHY RYAN CRUSH No. 41978 Exp.03-31-06 CIVIL STATE OF CALIFORNIA
DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.780'
DESCRIPTION: CITY B.M. & 256-H7C
SPIKE IN POWERPOLE, ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE 1"=50' N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST DATE APRIL 2004
DESIGNED BY: T. MAKRIS R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41978 DATE APRIL 2004

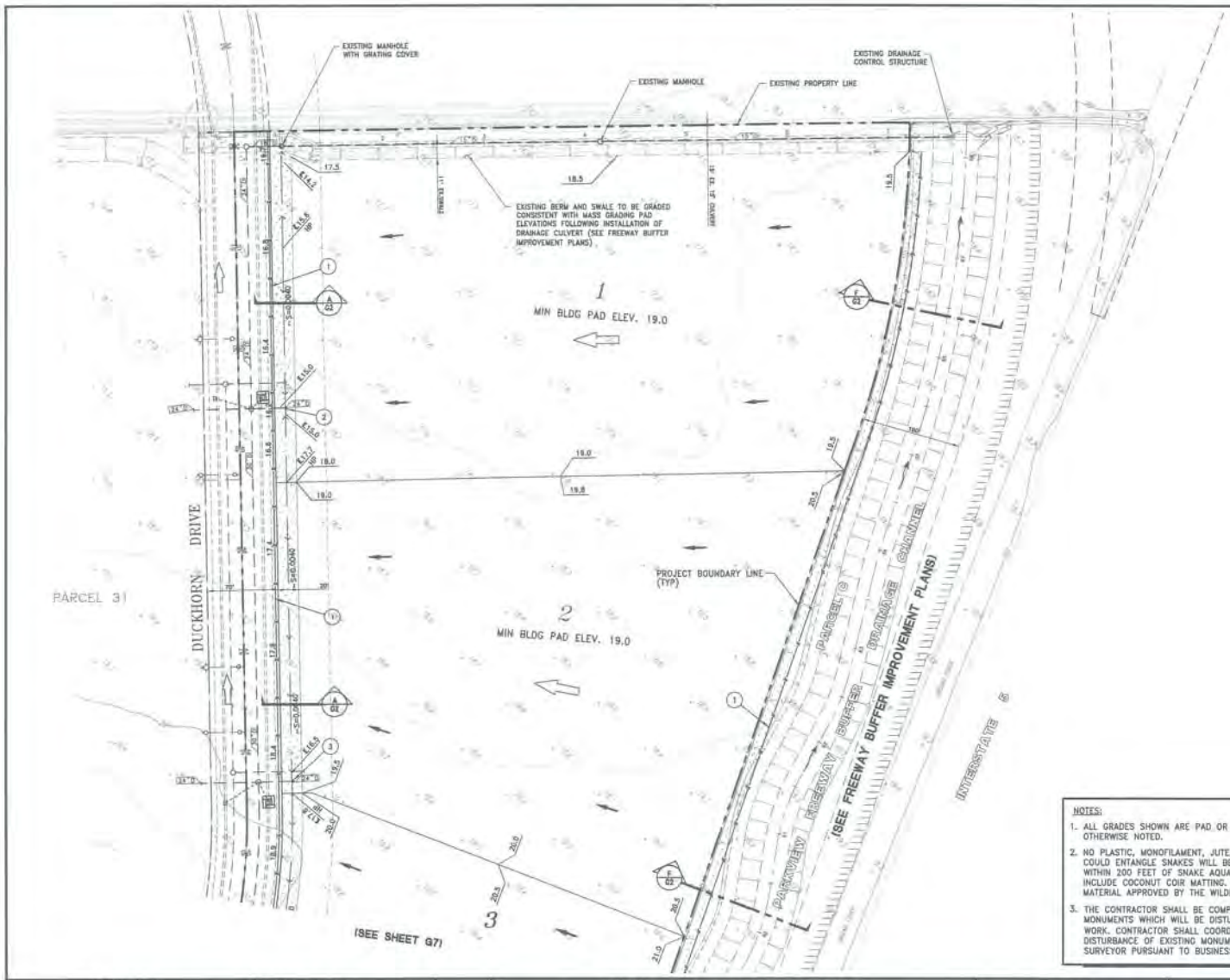
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING, EROSION & SEDIMENT CONTROL PLAN

P00-022 CC: PG45 SHEET G6 OF 19

PARKVIEW - FC 50 IP- 1100.010

PARKVIEW - EC 50 IP- 1109.018



LEGEND

- 22.0 – PAD GRADE ELEVATIONS
- PLACE DI INLET PROTECTION, PER DETAIL SHT D1, AT ALL EXISTING DI'S.
- PLACE INLET FILTER-FIBER ROLL W/ GRAVEL BED, PER DETAIL ON SHT D2.
- DIRECTION OF SURFACE OVERLAND RELEASE
- DIRECTION OF LOT SURFACE DRAINAGE
- INDICATES LIMITS OF HYDROSEEDING & MULCHING
- DIRECTION OF CHANNEL FLOW

CONSTRUCTION NOTES:

1. INDICATES LIMIT OF GRADING AND THE LOCATION OF STAKED SILT FENCING. REFER TO DETAILS ON SHEET D1.
2. EXISTING CMP RISER; FL @ 24" DRAIN= 8.90; GRATE=15.00
3. EXISTING CMP RISER; FL @ 24" DRAIN= 9.05; GRATE=16.50

NOTES:

1. ALL GRADES SHOWN ARE PAD OR B.O.W. GRADES, UNLESS OTHERWISE NOTED.
2. NO PLASTIC, MONOFILAMENT, JUTE, OR SIMILAR EROSION CONTROL MATTING THAT COULD ENTANGLE SNAKES WILL BE PLACED ON THE PROJECT SITE WHEN WORKING WITHIN 200 FEET OF SNAKE AQUATIC OR RICE HABITAT. POSSIBLE SUBSTITUTIONS INCLUDE COCONUT COIR MATTING. TACTIFIED HYDROSEEDING COMPOUNDS, OR OTHER MATERIAL APPROVED BY THE WILDLIFE AGENCIES.
3. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTORS WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
DATE: 6-7-04

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.780
DESCRIPTION: CITY B.M. # 256-H7C
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD

SCALE 1"=50' N/A

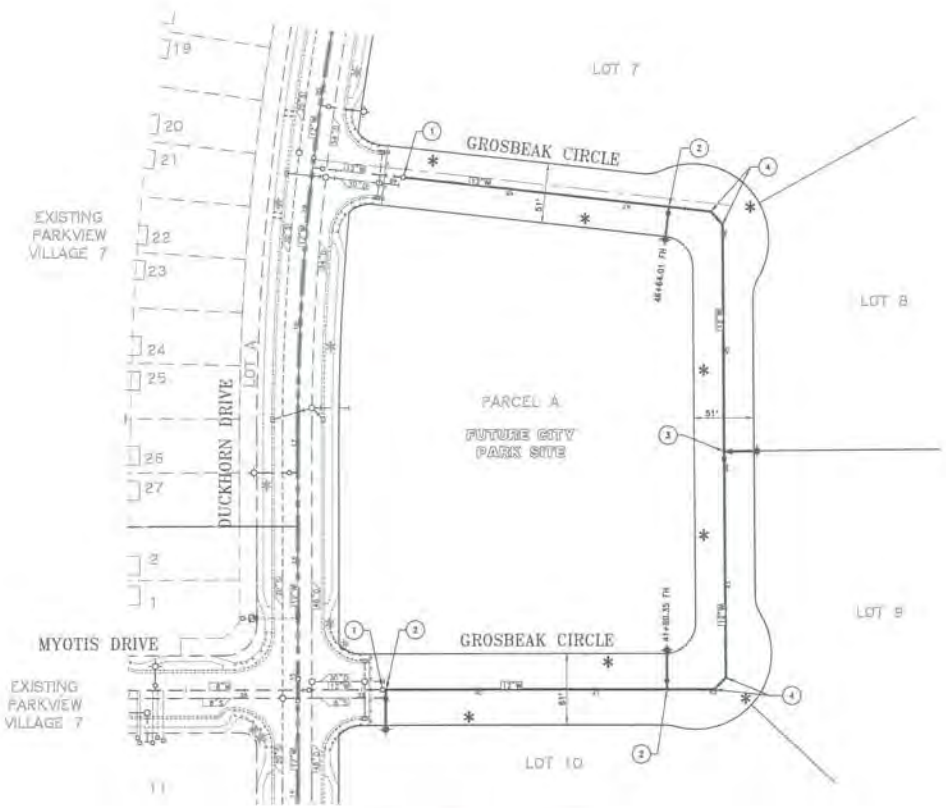
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: A. PRIEST DATE APRIL 2004
DESIGNED BY: T. MAKRIS R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41978 DATE APRIL 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816 Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
GRADING, EROSION & SEDIMENT CONTROL PLAN

P00-022 CC: PG45 SHEET G7 OF 19



WATER PLAN

SCALE: 1"=50'

CONSTRUCTION NOTES

1. AFTER TESTING & DISINFECTION, REMOVE EXISTING 2" B.O. AND CONNECT TO EXISTING WATER MAIN
2. PLACE 12"X8" TEE WITH STANDARD FH PER SD-201.
3. PLACE 12"X8" TEE WITH 12" GATE VALVE SOUTH AND STANDARD FH EAST PER SD-201
4. PLACE 12"-45° ELBOW

LEGEND

EXISTING	PROPOSED	
12"W	12"W	WATER LINE AND SIZE
		WATER SERVICE
		WATER VALVE
		FIRE HYDRANT
		AIR RELEASE VALVE
		BLOW-OFF VALVE
		IRRIGATION SERVICE W/ METER & RP DEVICE
*	*	PROPOSED STREET LIGHT – SEE STANDARD WATER NOTE 10
		DRAIN MANHOLE
		SEWER MANHOLE
		DRAIN INLET
		CLEAN OUT
8"S	8"S	SEWER LINE AND SIZE
12"D	12"D	DRAIN LINE AND SIZE
		DRIVEWAY

Total Project Estimate of Quantities

968	LF	12" DIAMETER WATER MAIN
1	EA	12" DIAMETER GATE VALVE
4	EA	STANDARD FIRE HYDRANT
4	EA	12" DIAMETER 45° ELBOWS

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
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Tel 916.341.7760 Fax 916.341.7767

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
Exp. 03-31-06
CIVIL STATE OF CALIFORNIA
DATE: 6-7-04

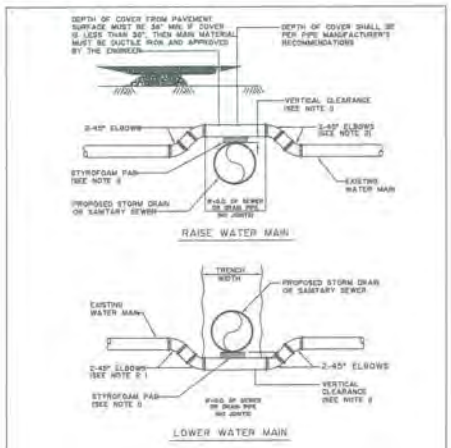
REV.	DATE	DESCRIPTION	APPROVD	TAPS: BY: AS BUILT
3				
2				
1				

CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

WATER MAINS IN
PARKVIEW – EC 50
GROSBEAK CIRCLE
WATER PLAN

DRAWN BY: J. PRIEST	CHECKED BY: T. CRUSE	PDD-022
DESIGNED BY: T. MARRS	ACCEPTED BY:	6-7-04
COST CENTER NO. P045	SCALE: 1" = 50'	SECTION NO. R9, S8, T6/29N
DATE: APRIL, 2004	DWG. NO. S-2367	SHEET W1 OF 2



RAISING AND LOWERING EXISTING WATER MAINS

NOTES

1. STYROFOAM PAD SHALL BE 18" SQUARE.
   REQUIRED MINIMUM VERTICAL CLEARANCES:
   6" FOR STORM DRAINS
   12" FOR SANITARY SEWERS
2. THRUST BLOCKS OR JOINT HARNESSES FOR RESTRAINING JOINTS NOT SHOWN.
3. NO WATER SERVICES ALLOWED ALONG THE RAISED OR LOWERED LENGTH OF WATER MAIN.

REV.	DATE	DESCRIPTION
3		
2		
1		

DEPARTMENT OF UTILITIES
CITY OF SACRAMENTO

RAISING AND LOWERING EXISTING WATER MAINS

APPROVED BY: _____ DATE: _____

DWG. NO. SDW-108

GENERAL WATER NOTES

1. WATER MAINS, FITTINGS, GATE VALVES, FIRE HYDRANTS AND WATER SERVICES SHALL CONFORM TO AND BE INSTALLED IN ACCORDANCE WITH THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 1989.
2. THE CONTRACTOR SHALL CONTACT THE CONSTRUCTION SECTION OF THE CITY OF SACRAMENTO ENGINEERING DIVISION AT 808-8300 AT LEAST 48 HOURS IN ADVANCE OF BEGINNING WORK FOR CONSTRUCTION SURVEYS AND THE SCHEDULING OF OF CONSTRUCTION INSPECTION.
3. PRIOR TO BEGINNING ANY EXCAVATION AND TO AVOID CONFLICTS, THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE PROPOSED WORK. SUCH EXISTING UTILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, ELECTRICAL OR TELEVISION CONDUITS AND CABLES, GAS LINES, WATER MAINS, SEWER AND DRAIN LINES, CABLE T.V., ETC. NOTIFY UNDERGROUND SERVICE ALERT (USA) A MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING WORK (CALL 1-800-642-2444).
4. THE CONTRACTOR SHALL SCHEDULE ALL REQUESTS FOR CITY INSTALLED WATER SYSTEM, TIE-IN CONNECTIONS OR TAPS, AND WATER MAIN SHUT DOWNS AND IRRIGATION TAPS WITH THE DEPARTMENT OF PUBLIC WORKS, TECHNICAL SERVICES SECTION. FOR SCHEDULING AND COORDINATION, CALL 808-8300 AT LEAST 14 WORKING DAYS IN ADVANCE.
5. WITHOUT EXCEPTION, ALL OPENING AND CLOSING OF VALVES ON EXISTING WATER MAINS SHALL BE PERFORMED BY DEPARTMENT OF UTILITIES FIELD PERSONNEL.
6. THE CONTRACTOR SHALL PAY ALL FEES FOR IRRIGATION TAPS, IRRIGATION METERS AND CITY INSTALLED WATER SYSTEM TIE-IN, METERS OR TAPS AT THE DEPARTMENT OF UTILITIES CUSTOMER SERVICE SECTION, 1395 35TH AVENUE. FOR ADDITIONAL INFORMATION CONCERNING FEES, CALL 264-5371. DEPARTMENT OF UTILITIES FIELD PERSONAL SHALL NOT TAP MAINS OR PROVIDE OTHER SERVICE UNTIL ALL FEES HAVE BEEN PAID.
7. ALL FEES ARE SUBJECT TO CHANGE. FOR CORRECT INFORMATION, CALL 264-5371.
8. THE CITY OF SACRAMENTO STANDARD WATER DRAWINGS HAVE BEEN MODIFIED AND RENUMBERED. CONTRACTOR SHALL BE IN POSSESSION OF THE MOST CURRENT STANDARD WATER DRAWINGS PRIOR TO START OF CONSTRUCTION. FOR COPIES OF THE MOST CURRENT STANDARD WATER DRAWINGS AND NEW DRAWING NOS., E-MAIL tcoe@dfystsacramento.org.
9. A SOLID NO. 10 COPPER WIRE INSULATED WITH HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) (BLUE COLOR ONLY) LOCATING WIRE SHALL BE PLACED WITH ALL PIPES FOR WATER DISTRIBUTION REGARDLESS OF MATERIAL TYPE. SEE SDW-102.
10. SECTION 10-30(B1) AND SECTION 10-31(3) OF THE STANDARD SPECIFICATIONS SHALL BE AMENDED TO READ, "FIRE HYDRANTS AND VALVES SHALL TURN LEFT (COUNTERCLOCKWISE) TO OPEN".
11. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTORS WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

WOOD-RODGERS INC.

REGISTERED PROFESSIONAL ENGINEER
No. 45578
Exp. 03-31-06
CIVIL
STATE OF CALIFORNIA

DATE: 6-7-04

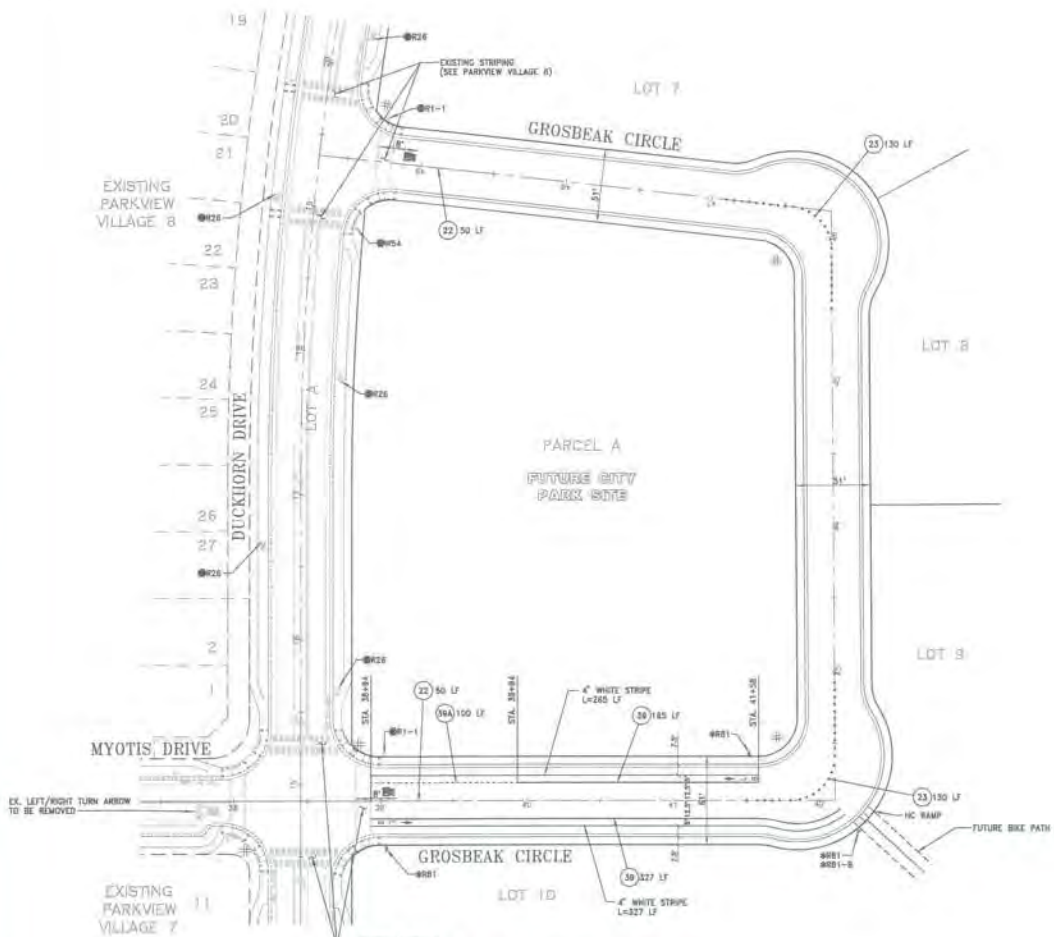
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

REV	DATE	DESCRIPTION	APPROVD	AS BUILT
3				
2				TAPS:
1				BY:

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

WATER MAINS IN
PARKVIEW – EC 50
GROSBEAK CIRCLE
WATER NOTES AND DETAILS

DRAWN BY: J. PRIEST
CHECKED BY: J. CALLIER 700-022
DESIGNED BY: T. MARRIS
ACCEPTED BY: Robert P. Schulz DATE 6-7-04
COST CENTER NO. P045
SCALE:
SECTION NO. 8N, 5R, T9/29N
DATE: APRIL 2004
DWG. NO. S-2567
SHEET W2 OF 2



STRIPING PLAN

SCALE: 1"=40'

STRIPING AND SIGNING GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990, INCLUDING SECTION 15 UPDATED JANUARY 2003 OR LATEST UPDATE; CITY STANDARD SPECIFICATIONS, DATED JUNE 1989; CALTRANS STANDARD PLANS, DATED JULY 1992, THE LATEST ENGLISH UNIT EDITION OF THE CALTRANS TRAFFIC MANUAL, AND MUTCD SIGN SPECIFICATIONS.
2. SEE CALTRANS STANDARD PLANS, SHEET A20A-A24E FOR STRIPING DETAILS. ALL SIGNS SHALL MEET THE REQUIREMENTS OF CALTRANS APPROVED SIGN SPECIFICATIONS. SIGN POLES SHALL BE 2-INCH GALVANIZED STEEL, UNLESS OTHERWISE NOTED.
3. ALL STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY RESIDENT ENGINEER.
4. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. OVERHEAD STREET NAME SIGNS SHALL BE PLACED ON SIGNAL MAST ARMS.
5. REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED GRINDING METHOD.
6. ALL STRIPING AND TRAFFIC MARKINGS SHALL BE THERMOPLASTIC.
7. CROSSWALKS SHALL BE 12 FEET WIDE INCLUDING THE 12" SOLID PAVEMENT MARKINGS AND SHALL BE WHITE UNLESS OTHERWISE NOTED.
8. ALL SIGNING AND STRIPING WORK SHALL BE DONE BY THE CONTRACTOR AND SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
9. EXISTING SIGNS NOT SHOWN ON THESE PLANS SHALL BE REMOVED OR RELOCATED AS DIRECTED BY THE ENGINEER.
10. CONTRACTOR SHALL VERIFY WITH THE PROJECT MANAGER OR ENGINEER THE EXACT STREET NAME AND STREET ADDRESS FOR PLACEMENT ON STREET NAME SIGNS PRIOR TO ORDERING SIGNS.
11. MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
12. TRAFFIC SIGNS SHALL BE INSTALLED BEHIND THE SIDEWALK WHEN THE SIDEWALK IS IMMEDIATELY ADJACENT TO THE CURB. SIGNS SHALL BE INSTALLED BETWEEN THE CURB AND SIDEWALK WHEN THE SIDEWALK IS DETACHED. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OFADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
13. AT SIGNALIZED LOCATIONS, REMOVE EXISTING STOP SIGNS, STOP LEGENDS AND STANCHIONS AT THE TIME SIGNAL IS TURNED ON.
14. LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE FACE OF CURB.
15. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
16. ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED.
17. ALL STREET NAME (INCLUDING G7"S) R1, R2, W SERIES, AND SCHOOL ZONE SIGNS SHALL INCLUDE ASTM TYPE IX SHEETING. FOR ALL OTHER SIGNS, USE ASTM TYPE I OR TYPE III SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLUORESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE CALTRANS TRAFFIC MANUAL.

LEGEND

- EXISTING ROADSIDE SIGN LOCATION
- ROADSIDE SIGN LOCATION (ONE POST)
- ROADSIDE SIGN LOCATION (TWO POST)
- TYPE IV ARROW (RT)
- TYPE IV ARROW (LT)
- BIKE MARKINGS
- MAS — MAST ARM MOUNTED
- TYPE III ARROW (LT)
- TYPE VI ARROW
- RELOCATE SIGN
- INSTALL SIGN
- EXISTING SIGN TO REMAIN
- REMOVE SIGN
- NO. — SURFACE MOUNTED CHANNELIZER
- NO. — CALTRANS DETAIL NO. CALLOUT
- FUTURE STREETLIGHT
- PROPOSED STREETLIGHT

ACCEPTED BY:

ANGIE LOUIE, CSE, TE
CITY TRAFFIC ENGINEER

3/17/06
DATE

WOOD-RODGERS INC.
REGISTERED PROFESSIONAL ENGINEER
No. 41878
Exp. 03-31-06
CIVIL
STATE OF CALIFORNIA

DATE: 3/14/06

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 16.780'
DESCRIPTION: CITY B.M. # 356-H7C'
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD.

SCALE 1"=40'

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. PRIEST DATE APRIL 2004
DESIGNED BY: T. MARRS R.C.E. DATE APRIL 2004
CHECKED BY: T. CRUSH R.C.E. 41878 DATE APRIL 2004

WOOD RODGERS
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3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
STRIPING PLAN

P00-022 | CC:PG45 | SHEET S-1 OF 19

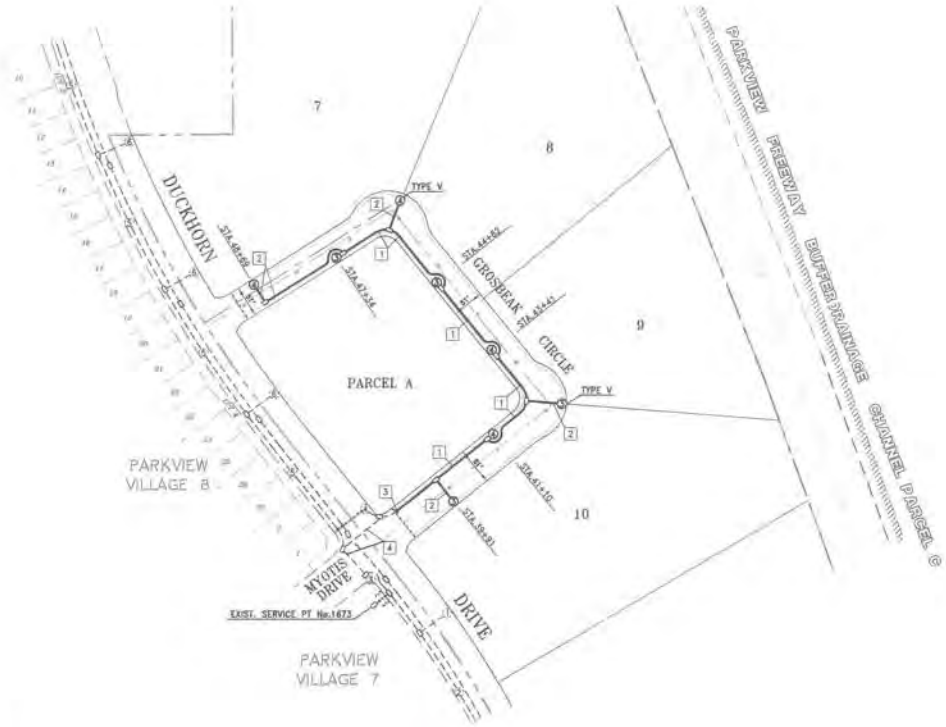
PARKVIEW - EC 50 IP- 1109.018

STREET LIGHTING IMPROVEMENT PLANS FOR

PARKVIEW - EC 50

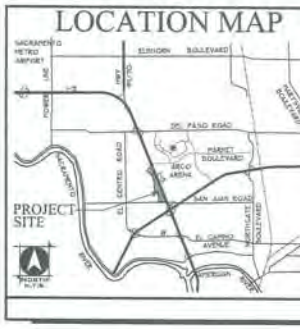
GROSBEAK CIRCLE & LOTS 1-16

CITY OF SACRAMENTO, CALIFORNIA



STREET LIGHTING PLAN

SCALE: 1"=100'



NOTES

1. SEE SHEET E-1 FOR STREET LIGHTING SPECIAL PROVISIONS.
2. SEE SHEET E-2 FOR STREET LIGHTING DETAILS AND LEGEND.
3. SEE SHEET E-4 FOR ORNAMENTAL STREET LIGHT DETAILS.
4. PLACE ELECTROLIERS DIRECTLY BACK OF SIDEWALK PER DETAIL 'A' ON SHEET E-4. 12.5' PUBLIC UTILITY EASEMENT IN WIDTH ALONG THE FRONT OF DRIVES, WAYS, COURTS, AVENUES, AND ROADS SHOWN HEREON, UNLESS OTHERWISE NOTED. ALL LANDSCAPE CORRIDORS ARE ALSO PUBLIC UTILITY EASEMENTS.
5. EXCEPT STREET CROSSINGS, CONDUITS SHALL BE PLACED UNDER THE SIDEWALK.
6. ALL NEW LUMINAIRES TO BE INSTALLED SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION.
7. ALL NEW PULL BOXES LOCATED AT STREET CORNERS SHALL BE PLACED IN THE SIDEWALK AREA 3 FEET AWAY FROM THE END OF THE RADIUS.
8. THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

CONSTRUCTION NOTES:

1. PLACE 1½"C.-3#6 THW & 1#10 THW GROUND
2. PLACE 1½"C.-2#6 THW & 1#10 THW GROUND
3. INTERCEPT AND EXTEND EXISTING 1½"C. ADD 3#6 THW 1#10 THW GND.
4. EXISTING 1½"C. ADD 1#6 THW INTO EXISTING PULLBOX.

LUMINAIRE SCHEDULE: (EXIST No.1673)

EXISTING UNMETERED SERVICE No.1673 IS LOCATED ON THE WEST SIDE OF DUCKHORN DRIVE, 70' ± SOUTH OF THE CENTERLINE OF MYOTIS DRIVE.

CIRCUIT NUMBER	EXISTING 100W HPS ORNAMENTAL	NEW 100W HPS ORNAMENTAL	TOTAL CIRCUIT
1	6		6
2	5		5
3	1	4	5
4	1	4	5
5	6		6
6	6		6
TOTAL NEW:		8	

EXISTING SERVICE IS 120/240 VOLT, 1ø, 3 WIRE. CONNECT LUMINAIRES TO 120 VOLT CIRCUITS.

ACCEPTED BY:
KALIS HALIL P.E.: E-15137
SENIOR ELECTRICAL ENGINEER
DATE 2-27-06

WOOD-RODGERS I
REGISTERED PROFESSIONAL ENGINEER
No. E 14099
Exp. 6-30-05
ELECTRICAL
STATE OF CALIFORNIA
DATE: June 7, 2004

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION: CITY BENCHMARK 256-H7
SPIKE IN POWERPOLE ONE QUARTER MILE SOUTH OF DEL PASO ROAD ON EAST SIDE OF EL CENTRO AT ACCESS ROAD TO FIELD

SCALE 1"=100'

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
DRAWN BY: LN. DATE
DESIGNED BY: LN. R.C.E. DATE
CHECKED BY: J.C. R.C.E. DATE

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St. Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

IMPROVEMENT PLANS FOR
PARKVIEW
EC-50
STREET LIGHTING PLAN

P00-022 CC:PG45 SH E-

13

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00954

Title: West Sacramento Parking Enforcement and Citation Management Services

Location: West Sacramento

Recommendation: Pass a Motion: 1) authorizing the Parking Services Division to provide patrol and citation services for the City of West Sacramento; 2) approving the Parking Enforcement and Citation Services Agreement with the City of West Sacramento to reimburse the services cost at a rate of 50% of the net amount of fines and penalties collected; and 3) authorizing the City Manager or his designee to execute the Parking Enforcement and Citation Management Services Agreement.

Contact: Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department
Division: On-Street Parking Admin
Dept ID: 15001511
Attachments:
1-Description/Analysis
2-Contract

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 10:46:47 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 7:04:24 AM

Description/Analysis

Issue: Over the next 20 years, the City of West Sacramento is projecting significant development along its riverfront and urban districts. As a result of this development, West Sacramento is expecting a substantial increase in the demand for on-street parking throughout the City.

West Sacramento currently has a staff of three, part-time parking enforcement officers (PEOs). Their duties are split between parking enforcement and traffic control for events at Raley Field. To meet future needs, West Sacramento is striving to enhance its parking management programs.

A committee consisting of staff from West Sacramento and the City of Sacramento was formed to discuss potential solutions for improving parking enforcement efforts in West Sacramento. The committee reached agreement on terms of a contract to have the City of Sacramento provide parking enforcement and citation management services. On September 23, 2015, the City Council of West Sacramento authorized its staff to enter into an agreement with the City of Sacramento.

Under terms of the proposed contract, West Sacramento will grant Sacramento PEOs the authority to patrol designated areas within West Sacramento to enforce all applicable parking regulations. Sacramento will issue parking citations and send notices to parking violators regarding fee amounts, late payment penalties, and delinquency advisories. West Sacramento will continue to process citation payments, provide customer service, and adjudicate citation appeals.

Policy Considerations: This recommendation supports the *2014 City of Sacramento Selected Parking Assets, Parking System Assessment* by Walker Parking Consultants to increase the overall parking supply under City management.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This is an administrative activity that is not considered a project as defined by Section 15378(b)(5) of the California Environmental Quality Act (CEQA) Guidelines. The activity also has no potential to cause a significant impact on the environment (CEQA Guidelines Section 15061(b)(3)).

Sustainability Considerations: None.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City of Sacramento has over 50 PEOs. Entering into contract with Sacramento will allow West Sacramento to utilize Sacramento's established parking enforcement and citation management program to help manage its parking supply and aid in developing its own parking management program. Sacramento is also experiencing its own rapid growth in the downtown area, highlighted with the development of the Golden One Center and K

Street revitalization. With the proximity of West Sacramento to Sacramento's urban core, the proposed agreement will create a partnership allowing both cities to better manage the increasing demand for parking, benefitting visitors of both cities.

Financial Considerations: Sacramento will be compensated by West Sacramento based on a 50% share of parking citation fees and penalties collected less mandated state and county payments, processing costs and any additional applicable fees. The expected compensation will be sufficient to reimburse Sacramento for all operational expenses incurred under the proposed agreement. All citation revenue earned will be deposited in the General Fund (1001).

Local Business Enterprise (LBE): Any goods or services will be purchased in accordance with established City policy.

PARKING ENFORCEMENT AND CITATION MANAGEMENT SERVICES AGREEMENT

This Parking Enforcement and Citation Management Agreement ("Agreement") is made and entered into this 23rd day of September, 2015, by and between the CITY OF SACRAMENTO, a municipal corporation and charter city ("Contractor") and the CITY OF WEST SACRAMENTO (West Sacramento), a municipal corporation. Each entity may be referred to herein as a "party" or jointly as the "parties."

BACKGROUND

A. Contractor performs parking enforcement and citation processing within the City of Sacramento and has the staffing and equipment to provide enforcement services to West Sacramento.

B. Contractor performs citation payment collection via an automated information system (the "System") under a contract with ICMS and may select another vendor in the future.

C. West Sacramento desires to hire Contractor to provide parking enforcement and citation management services with the System for improved parking control and cost efficiency. West Sacramento will retain citation issuance and processing authority, will receive fines and penalties collected in person, will handle motorist inquiries, will adjudicate all citation protests and appeals, and will manage any complaints about the issuance or processing of citations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, Contractor and West Sacramento agree as follows:

1) SCOPE OF SERVICES.

a) Parking Enforcement

Contractor will provide parking patrol services for West Sacramento by expanding its regular patrol coverage area into the City of West Sacramento within areas designated by West Sacramento to enforce all applicable parking laws and regulations by issuing parking citations or tickets using the forms provided or approved by West Sacramento.

i) West Sacramento will grant Contractor parking enforcement officers the authority to enforce the applicable California Vehicle Code and West Sacramento Code provisions. The parking provisions to be enforced and the manner and means of Contractor issuing citations on behalf of West Sacramento will be set forth in a manual to be developed jointly by the parties, referred to as the "Handbook".

ii) West Sacramento will notify Contractor if its parking regulations or fines are modified and the Handbook may be revised to insure that the parking

enforcement conducted by Contractor on behalf of West Sacramento is in compliance with the applicable laws and regulations.

b) Citation Payment Collection

Contractor will provide West Sacramento with parking-citation notification and payment collection services using the System, and the parties understand that persons may pay West Sacramento directly for parking citation fines. . Contractor services will include notifying parking violators of parking violations and the amount of the fines and penalties for late payment, accepting payment of fines by mail or electronic payment processing, and pursue collection of unpaid citations. The extent of collection activities shall be consistent with the Contractor citation management for parking citations issued by the City of Sacramento. A citation will not be considered as being under collection until it is entered into the System by Contractor. West Sacramento shall notify Contractor in writing of its decision whether to use a third-party collection services and to either pay for such services or add that cost in the citation fine. Contractor will also send delinquency notices for the Department of Motor Vehicles (DMV) to place holds on vehicle registrations until the citation is paid.

c) Notification and Information Access. Contractor shall provide access to citation information and reports to West Sacramento on a regular basis as follows:

i) Provide a copy of the filing of delinquency notices submitted to the DMV, and the placement and removal of DMV holds by Contractor, all of which shall be accomplished in accordance with applicable law and within the timeframe established by law and in the Handbook.

ii) Provide access to the database of motor vehicle agencies of states other than California to allow West Sacramento to retrieve details of registered owner information. West Sacramento shall provide a letter from its Chief of Police which authorizes Contractor to allow access to this database. Out-of-state access will be provided subject to the policies, practices, and operating rules utilized by each state controlling access to its motor vehicle records; however, DMV holds only extend for three years.

d) Method of Citation Payment Management

i) Delinquency Notices. Contractor will generate, on a schedule determined by Contractor and in compliance with California Vehicle Code, delinquency notices ("Notices") for citations that remain unpaid. Contractor will oversee mailing of these Notices thru the System to the registered owners of the vehicles cited on behalf of West Sacramento.

ii) Identification of Registered Vehicle Owners. The System will make a maximum of five (5) attempts (but no more than one attempt every seven calendar days) to obtain the name and address of the registered vehicle owner from the DMV for each vehicle for which a citation has been issued and payment has not been received within the required time period. Contractor will refer all telephone inquiries received from the public concerning noticed citations to West Sacramento as specified in the Handbook. Contractor shall follow all procedures specified by DMV, and shall

act in accordance with the California Vehicle Code when registered vehicle owners are identified.

iii) Verification of Ownership. With each attempt to verify ownership through DMV, the System will ensure that adequate identification of registered vehicle owners and verification procedures are utilized, taking into consideration, at a minimum, the following factors:

- Issuance of new license plates
- Address changes
- Transfer of ownership
- License plate transfers to other vehicles (sub-plated)
- Name changes
- Validity of plates and registration during specific time periods applicable to individual.

iv) Notification to Lessees and Second Reported Owner. Using the System, Contractor will notify by mail any delinquent lessees and second reported owner whose name and address are provided in the information received from DMV on behalf of West Sacramento. Each such notification shall be considered a separate Notice. Contractor shall follow the lien process established under California law before it proceeds against a subsequent purchaser of a used vehicle which has been issued a citation by Contractor on behalf of West Sacramento.

v) Placing Vehicle Registration Holds. The System will automatically place a hold with DMV on the registration of vehicles for which citations fines and penalties remain unpaid by the registered owners of such vehicles in accordance with, and within the time period provided in, the California Vehicle Code and other applicable laws. The commencement of the time period from the date of the Notice will be specified in the Handbook and if minimum time period is amended in the California Vehicle Code, in compliance with the then applicable law. The System will transmit such holds to DMV, via on-line computer system transmission, for all citations that have not been paid in full or dismissed. The cost for DMV holds (currently $3.00 each) will be paid as part of the cost share provisions unless West Sacramento notifies Contractor in writing that it will use a third-party collections service. The charge for DMV holds may be increased or decreased from time to time as may be mandated by DMV.

vi) Removal of Registration Holds. Once a registered vehicle owner remits the entire amount of fines and penalties due, the System will electronically notify DMV within five (5) calendar days to remove the registration hold on that vehicle.

vii) Out-of-State Citations. Citations issued for vehicles with out-of-state registration will be processed separately, but using the same procedures used for in-state citations. If such citations become delinquent, the System will attempt to electronically request the registered vehicle owner's

information from the motor vehicle agency of the appropriate state. If Contractor is able to obtain the required information for the owner, a delinquency notice will be sent to the registered vehicle owner requesting that the owner remit the bail amount made payable to West Sacramento.

viii) Use of Approved Forms. All forms, delinquency notices, and correspondence sent by the System shall conform to applicable law.

e) Other Services. Contractor may provide West Sacramento with such other parking related services as may be requested by West Sacramento during the term of this Agreement, including, without limitation, assistance and cooperation as may be requested in the event a claim or action is brought against West Sacramento relating to services Contractor rendered under this Agreement. Any expenses incurred by Contractor on behalf of West Sacramento for additional services shall be paid by West Sacramento and shall not be part of the citation cost sharing allocation.

2) EFFECTIVE DATE AND TERM. The services to be provided under this Agreement shall commence as of the date mutually agreed to by the parties. The term of this Agreement shall extend until either party exercises its right to termination as set forth in Article 13.

3) PAYMENT.

a) Payment. Except as provided in paragraphs 3(e) and 3(i) below, West Sacramento shall pay Contractor for services rendered pursuant to this Agreement based on fifty percent (50%) of all of the net amount of fines and penalties collected by both parties for the parking citations issued within the City of West Sacramento after (i) deduction of mandated state and county payments, and (ii) deduction of the fees and charges of the System and third parties specified in Exhibit A. Contractor shall submit all billings for services and payments to West Sacramento in the manner specified in Exhibit B.

b) True-up. The manner of determining payment owed to Contractor, which is to be deducted by Contractor before payments collected are remitted to West Sacramento, shall be based on a "true-up" process by the parties where all citation payments received by both parties each month is reported to the other party, payments made by Contractor for System services and to third parties for electronic payments are identified, and the amount paid by each party to the state and Yolo County for mandated costs is identified so that the net amount owed to each party can be determined, as set forth in Exhibit B.

c) Additional Services. If West Sacramento requests additional service, Contractor shall provide an estimate of the additional charges and West Sacramento must approve the additional service before Contractor shall perform the service.

d) Fees Subject to Annual Adjustment. Exhibit A provides both required and optional System and third-party services. The System and third-party current rates are subject to an annual adjustment. The citation management fees set forth in Exhibits A shall be adjusted July 1 of each year based on the annual percentage change in the San Francisco Region Consumer Price Index (CPI), as identified each June 1; provided, however, rates for third-party collections will

be adjusted by Contractor's System subcontractor based on the Los Angeles Region CPI. The annual adjustment shall not exceed three and one half percent (3.5%) in any one year. The annual adjustment to the citation management fees shall commence July 1, 2016 and shall be applicable for each year thereafter during the term of this Agreement.

e) Contractor's Service Costs. Contractor's actual parking patrol, citation issuance, and payment collection costs may exceed Contractor's share of the net amount of fines and penalties as set forth in paragraph 3(a) above. Contractor's costs include personnel and equipment costs, data entry of each citation issued, payment collection efforts through the System, identification of registered owners, accounting and control of citations, interface with both in-state and out-of-state Department of Motor Vehicles, issuing one delinquent notice, management reports and accounting information reports, maintaining records, archiving, and security of data. The parties shall meet within the first six months of the Agreement term to evaluate Contractor's costs versus net payments received to determine if any of the System and third party charges should be West Sacramento's responsibility to pay so that only the state and county mandated payments and some of the costs set forth in Exhibit A are deducted before the cost sharing split is applied to the net revenues. If the net revenue allocation is to be adjusted, the parties will revise and attach a new Exhibit B to the Agreement.

f) Parking Penalty Surcharges. Pursuant to Government Code sections 70372, 76005 and 76006, for each West Sacramento parking citation for which fines are collected by Contractor, Contractor shall deduct a state-mandated surcharge for the Criminal Justice Facility Temporary Construction Fund and the Courthouse Temporary Construction Fund. The surcharges collected under this section shall be remitted by Contractor on behalf of the West Sacramento to the Yolo County Auditor/Controller. The surcharge may be increased or decreased from time to time as may be mandated by state law.

g) Special Allocation for "Fix-it Ticket" Penalties. Pursuant to California Vehicle Code section 40225(d), Contractor shall remit fifty percent (50%) of all amounts collected by Contractor for citations issued for violations of Section 40225 for registration and equipment violations ("fix-it tickets"), to the Yolo County Auditor/Controller for remittance to the State Treasurer.

h) Internet and Interactive Voice Response (IVR) Payment Service (Optional). The Contractor and its System contract service provider shall provide an optional Internet Payment System ("Web Payment") for online payment inquiry and payment processing service as well as an IVR payment inquiry and payment processing service for the public to use.

i) Third Party Collections Service (Optional).

   i) Contractor has retained Law Enforcement Systems (LES) for third-party collection services. These collection services include, but are not limited to, the Franchise Tax Board lien process, secondary collection letters, and other efforts to locate the responsible party and collect citation fees and penalties. If West Sacramento elects this service, it shall notify Contractor in writing of

such election in writing, and it shall pay Contractor all fees related thereto as set forth in Exhibit A.

ii) Although Contractor's third-party collections service allows for the collection costs to be charged to the debtor, state law does not allow Contractor to pass that cost to the debtor for West Sacramento citations unless West Sacramento enacts an ordinance authorizing such surcharge. Absent such legal authorization, the fees and charges set forth in Exhibit A for collections services must be paid by West Sacramento, and Contractor will remit third-party collections payments to West Sacramento net of the charges set forth in Exhibit A.

4) **REPORTS AND DOCUMENTS STORAGE.**

a) Citation Management Reports. The System shall provide to West Sacramento the following monthly reports within thirty (30) calendar days of the last day of the preceding month.

- Financial
- Revenue reports and citation tracking reports
- Management
- Citation statistics and officer reports

b) System Files. The System shall maintain computer files in standard format on each citation referred to Contractor for management under this Agreement. Such files shall include all records of payments, collection efforts, disposition, and any and all other information required to provide an audit trail. This information shall be available to West Sacramento by remote portal to the System, at West Sacramento City Hall. Upon request, Contractor shall provide West Sacramento with a file layout describing the manner in which the data is stored and a listing of special codes for file descriptions.

c) Record Retention and Storage. During the term of this Agreement, Contractor shall retain all citations and payment electronic information in the System computer on behalf of West Sacramento. The System will retain and provide all unpaid or uncleared citation data records on-line accessible during the term of this Agreement. The System will retain and provide all paid or cleared citation data records accessible on-line for a minimum of 26 months from the date of issue.

5) **DISCLOSURE OF RECORDS.** All West Sacramento citation records shall be the property of West Sacramento. If Contractor receives a Public Records Act request for disclosure of citation records maintained by the Contractor on West Sacramento's behalf, Contractor shall so notify West Sacramento. If West Sacramento determines to refuse disclosure of the records, West Sacramento shall so notify Contractor within the time stated in Contractor's notice to West Sacramento and shall be solely responsible for any subsequent response or litigation related to the request. West Sacramento shall pay any and all costs which Contractor or West Sacramento may incur in connection with the request, including (i) attorney fees reasonably incurred by Contractor if litigation ensues and West Sacramento does not represent Contractor at West Sacramento's sole cost, and (ii)

any attorney fees, court costs, or other sums which may become payable to the requesting party as ordered by any court which reviews the matter. If, after Contractor gives West Sacramento notice of a Public Records Act request, West Sacramento does not both (a) expressly notify Contractor that it objects to disclosure, and (b) expressly assume responsibility for responding to the request, Contractor may disclose the requested records. West Sacramento shall defend and hold Contractor harmless, as set forth in Article 10, Indemnity and Hold Harmless, for the results of any Public Records Act disclosures made by Contractor.

6) **CONFIDENTIALITY OF DOCUMENTS.** All of West Sacramento's citation data submitted to Contractor is and shall remain the property of West Sacramento. Except as provided otherwise in Article 5 relative to requests under the California Public Records Act, all the data prepared, assembled, or maintained by Contractor pursuant to this Agreement is confidential and Contractor agrees that such data shall not be made available to any individual or organization without the prior written approval of West Sacramento; provided, however, such data shall be made available to a third-party upon proper court order.

7) **SECURITY OF DMV DATA.** Contractor and West Sacramento agree that either prior to or as soon as is practical following the execution of this Agreement, both parties shall execute a Memorandum of Understanding (MOU) with DMV. Contractor and West Sacramento agree that all the terms and conditions contained in the MOU which they separately execute with DMV shall be binding on the parties hereto and each party shall comply with the terms of the MOU regarding handling of DMV data.

8) **NOTICE.**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO WEST SACRAMENTO:	TO CONTRACTOR:
Police Chief City of West Sacramento 550 Jefferson Blvd West Sacramento CA 95605	Parking Services Manager City of Sacramento Department of Public Works 300 Richards Blvd., 2nd Floor Sacramento, CA 95811

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

9) **COMPLIANCE WITH LAWS.**

Both parties shall observe and comply with all applicable Federal, State, and local laws, regulations and ordinances.

10) INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless West Sacramento and its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement caused in whole or in part by the negligent or intentional acts of Contractor's officers, directors, agents, employees, volunteers or contractors.

West Sacramento shall defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement caused in whole or in part by the negligent or intentional acts of West Sacramento's officers, directors, agents, employees, volunteers or contractors.

It is the intention of West Sacramento and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of West Sacramento and Contractor that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

11) INSURANCE. West Sacramento and Contractor, at their sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance or equivalent program self-insurance for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

12) LIMITATION OF LIABILITY. In no event shall Contractor be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of Contractor's services or products provided by Contractor staff or contractors. Contractor's liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall not exceed one year's compensation of Citation Management service fees and charges as determined by the rates in effect under Exhibit A of this Agreement.

13) TERMINATION. Either party may terminate this Agreement without cause upon providing at least sixty (60) days advance written notice to the other party which specifies the effective date of termination. Notice shall be deemed served as of the date of the notice.

14) AMENDMENT AND WAIVER. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid

unless made in writing and signed by authorized representatives of both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon Contractor or the West Sacramento unless agreed in writing by West Sacramento and Contractor.

15) **SEVERABILITY.** In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term, in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

16) **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sacramento, Superior Court. In the event of litigation in the United States District Court, venue shall lie exclusively in the Eastern District of California, in Sacramento.

17) **MISCELLANEOUS.** This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties hereto. Articles titles and paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

18) **ENTIRE AGREEMENT.** This Agreement, including any exhibits attached hereto, is the entire, complete, final and exclusive expression of the parties' intent, with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and West Sacramento prior to the execution of this Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

19) **INTERPRETATION.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

20) **EXHIBITS.** All exhibits referred herein are attached hereto and are incorporated herein by this reference.

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

CITY OF WEST SACRAMENTO, a municipal corporation

By: _____
Christopher L. Cabaldon, Mayor

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR
CITY OF SACRAMENTO, a charter city and municipal corporation

By: _____
Jerry Way, Public Works Director
For John F. Shirey, City Manager

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

ATTEST:

By: _____
City Clerk

Attachments:
Exhibit A – Services and Compensation
Exhibit B – Manner of Payment

EXHIBIT A

SERVICES AND COMPENSATION

Service Description	Rate	Required	Optional
System Citation Management Fees*			
Citation Management – 50 citations or less for the month	$5.00/ea.	Yes	
Citation Management – More than 50 citations for the month	$2.50/ea.	Yes	
Paid Citation	$1.00/ea.	Yes	
Dismissed Citation	$2.00/ea.	Yes	
Customer Service Charges**			
Phone Payments (IVR)	$1.14/ea., plus		
Phone Payments (IVR) Banking Costs	1.22% + $.25/ea.		
Web Payments	$1.14/ea., plus		
Web Payments Banking Costs	1.22% + $.25/ea.		
Fees For Third-party Collection Services**			
Full service collections from LES			33% /ea., plus
Contractor fee to administer the collections			5% /ea.

* Rates for System services are subject to annual adjustment based on the San Francisco or Los Angeles Region CPI, as appropriate.

** Rates subject to change by the third-party service provider.

EXHIBIT B

MANNER OF PAYMENT

Contractor shall submit to West Sacramento a statement for services rendered and fines and penalties ("Fees") collected on a monthly basis. The statement shall be submitted to West Sacramento no later than 60 days after the close of business of each fiscal accounting month. The statement will include a breakout of information as selected by West Sacramento from the following list:

- Total dollar amount of payments received for month
- Total number of citations managed by Contractor for month
- Total amount of collection fees for the month
- Total number of citations paid for the month
- Total number and amount of Web and IVR payments for the month
- Total number of dismissed citations for the month
- Total parking penalties due to the state and county for the month
- Total fifty percent (50%) of parking penalties collected for fix-it citations for the month

West Sacramento shall send to Contractor a statement of the Fees collected by West Sacramento on a monthly basis no later than 60 days after the close of business of each fiscal accounting month. Contractor will send to the West Sacramento a net check within 45 days after receipt of West Sacramento's payment collection information as follows:

Total Citation Fees Collected by Contractor and West Sacramento
Less State-mandated Surcharges
Less System and Third Party Fees (excluding optional service fees)
= Net Payments
Less 50% of Net Payments = Contractor's Fee
Remaining 50% of Net Payments = Total due to West Sacramento

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00960

Title: Contract Supplement No. 2: Original Equipment Manufacturer Parts and Services

Location: Citywide

Recommendation: Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute Contract Supplement No. 2 to Contract No. 2010-1017 with Harrold Ford for original equipment manufacturer (OEM) parts and services: a) in an amount not to exceed $180,000 for a revised total contract amount not to exceed $1,648,800; and b) to extend the contract term through January 22, 2016; and 2) resetting the City Manager's authority to issue contract supplements

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter:

Department: Public Works Department
Division: Fleet Management
Dept ID: 15003211
Attachments:
1-Description/Analysis
2-Agreement

City Attorney Review

Approved as to Form
Sari Myers Dierking
11/9/2015 5:13:50 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/29/2015 6:58:57 AM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has an ongoing requirement to provide OEM parts and services for City vehicles and equipment. On September 17, 2015, Fleet Management issued Invitation for Bid (IFB) No. B1615331101 for OEM parts and services, and is currently developing a new contract to replace Contract No. 2010-1017. The recommended contract supplement will provide additional spending authority and time to develop the new contract without an interruption of service to City departments.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56, and Administrative Policy (AP) 4101 for the procurement of Non-Professional Services. Extending the contract term through January 22, 2016 results in a total contract term approximately two months longer than the maximum term of five years. However, AP-4101 allows for this as long as the extension is approved by City Council.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicle parts and services and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: On November 23, 2010 City Council adopted Resolution 2010-665 awarding a five-year contract to Harrold Ford for OEM parts and services in an amount not to exceed $1,360,000. Contract Supplement No. 1 was executed under City Manager authority to increase the contract by $108,800 for a new total not-to-exceed amount of $1,468,800. The contract is scheduled to expire on November 22, 2015. The recommended contract supplement will provide additional spending authority and time to develop a new contract as a result of IFB No. B1615331101 without an interruption of service to City departments.

Financial Considerations: Sufficient funding is available in the DPW FY2015/16 operating budget (Fleet Fund, Fund 6501) to support the additional spending authority of $180,000 in the recommended contract supplement.

Local Business Enterprise (LBE): Harrold Ford is an LBE.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 11/17/2015

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Nonprofessional Services **PO Type: N/A** **Not to Exceed: $1,648,800**	**Attachment:** **No.: 2** **Original Doc Number: 2010-1017**
Other Party: Harrold Ford	**Certified Copies of Document:**
Project Name: **O.E.M. Parts and Services**	**Deed:** ☒ None ☐ Included ☐ Separate
Project Number: Bid Transaction #: B11131061003	E/SBE-DBE-M/WBE:

Department Information

Department: **Public Works** Division: **Fleet Management**

Project Mgr: **Iseña Garcia**

Contract Services: **N/A** Division Mgr: **Mark Stevens**

Phone Number: **808-1163** Org Number: **15003311**

Comment: **Original Contract Amount: N/A**

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	JH	10/13/15
Contract Services:		

City Attorney	Signature or Initial	Date
City Attorney:	[illegible]	10/19/15

☒ **Send Interoffice Mail to Iseña Garcia (12500)**

☐ **Notify for Pick Up: Isena Garcia - 808-1163**

Authorization	Signature or Initial	Date
Jerry Way Director, Public Works:		
City Mgr: Yes ☐ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)
(Under $100K - Blue)

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

CONTRACT SUPPLEMENT
(Nonprofessional Services)

Project Title and Job Number: O.E.M. Parts and Services (B11131061003) **Date:** 10/12/15
Purchase Order #: **Contract Supplement No.:** 2

The City of Sacramento ("City") and Harrold Ford ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2010-1017, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   To allow the City to purchase additional O.E.M parts and services on an as-needed basis as determined by the City, the not-to-exceed amount of the contract is increased by $180,000 for a new total not-to-exceed amount of $1,648,800. The time of performance is extended through January 22, 2016.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is Increased by $180,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$1,360,000
Net change by previous contract supplements:	$108,800
Not-to-exceed amount prior to this contract supplement:	$1,468,800
Increase by this contract supplement:	$180,000
New not-to exceed amount including all contract supplements:	$1,648,800

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Project Manager

Approved By:

Contractor

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk

(Rev. 9-17-12)

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00978

Title: Supplemental Agreement: Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200)

Location: District 2

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute Supplemental Agreement No. 10 to City Agreement No. 2011-1290 with Mark Thomas & Company, Inc. in an amount not to exceed $79,046; 2) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2011-1290; and 3) appropriating an additional $60,000 (Fund 2001) from the Major Street Improvements Project (T15168000) to the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200).

Contact: Philip Vulliet, Associate Civil Engineer, (916) 808-5092; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Location Map

4-Contract (Mark Thomas)

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 11:19:59 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/29/2015 6:55:40 AM

Description/Analysis

Issue Detail: Approval of Supplemental Agreement No. 10 with Mark Thomas & Company, Inc. is necessary to provide additional design of Main Avenue sidewalks, 12" and 24" water line relocation, relocation and casing of a 48" sewer main, and additional hydraulic modeling and documentation for the Department of Utilities. Approval of the transfer of funding in the amount of $60,000 is necessary to complete the preliminary engineering and right of way phases of the project.

Policy Considerations: The action requested supports the City's General Plan goals of improving the transportation system, expanding public safety, achieving sustainability through reduced dependence on the private automobile, and enhancing livability and economic vitality.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The City adopted a Mitigated Negative Declaration (MND) in compliance with CEQA on October 29, 2013.

The project is funded by federal Highway Bridge Program funds. As a result, the proposed project is also subject to NEPA requirements. On November 21, 2013, Caltrans approved a Categorical Exclusion for the project pursuant to the requirements of NEPA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to enhance the pedestrian facilities in the public right-of-way and to encourage bicycle and pedestrian trips with increased connectivity to the Sacramento Northern Bike Trail.

Commission/Committee Action: None

Rational for Recommendation: Approval of Supplemental Agreement No. 10 with Mark Thomas & Company, Inc. will enable the City to complete design of the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200) including all of the necessary utility relocations. The transfer of funding is necessary to complete the preliminary engineering and right of way phases of the project.

Financial Considerations: The estimated total project cost to complete the preliminary engineering and right of way phases of the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200) is $1,202,650. As of October 22, 2015, the project has a total loaded budget of $1,142,650. Approval of the transfer of $60,000 (Fund

2001) from the Major Street Improvement Project (T15168000) will bring the total budget to $1,202,650 and the unobligated balance to $495,505. This unobligated balance is sufficient to execute Supplemental Agreement No. 10 to City Agreement No. 2011-1290 with Mark Thomas & Company, Inc. in an amount not to exceed $79,045.84 and fund the remaining design and right of way acquisitions activities.

As of October 22, 2015, the Major Street Improvement Project (T15168000) has a total budget of $4,902,565 and an unobligated balance of $4,902,565, which is sufficient to complete the transfer of $60,000 (Fund 2001) to the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200).

Local Business Enterprise (LBE): The Agreement and Supplemental Agreements with Mark Thomas and Company, Inc. are funded through federal funds. Federal funding policy requires Disadvantaged Business Enterprise (DBE) project participation, therefore the City's LBE policy is held in abeyance. The DBE goal for this project was set at 1.94%. Mark Thomas and Company, Inc. exceeded the goal by pledging 12.7% DBE participation.

RESOLUTION NO.

Adopted by the Sacramento City Council

RIO LINDA BOULEVARD/MAIN AVENUE BRIDGE REPLACEMENT PROJECT (T15095200) – SUPPLEMENTAL AGREEMENT APPROVAL

BACKGROUND

A. The Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200) is located at the intersection of Rio Linda Boulevard and Main Avenue. It includes the replacement of the existing bridge over Magpie Creek, realignment of Magpie Creek, new paved roadway approaches to the structure over Magpie Creek, realignment of Main Avenue as it approaches Rio Linda Boulevard, a new signalized intersection at Main Avenue and Rio Linda Boulevard, new drainage improvements, utility and streetlight relocation, and realignment of the Sacramento Northern Bike Trail.

B. Approving Supplemental Agreement No. 10 with Mark Thomas & Company, Inc. is necessary to provide additional design services.

C. Design is expected to be completed and the project advertised for construction in March 2016 with construction being completed in December 2017.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute Supplemental Agreement No. 10 with Mark Thomas & Company, Inc. in the amount not to exceed $79,046 for the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200).

Section 2. The City Manager's authority to issue Supplemental Agreements for City Agreement No. 2011-1290 is reset.

Section 3. The FY15/16 Capital Improvement Program is amended by transferring $60,000 (Fund 2001) from the Major Street Improvement Project (T15168000) to the Rio Linda Boulevard/Main Avenue Bridge Replacement Project (T15095200).

Section 4. Exhibit A is incorporated into and made a part of this Resolution.

Table of Contents:

Exhibit a – Location Map

EXHIBIT A

Location map for:

RIO LINDA BOULEVARD/MAIN AVENUE BRIDGE REPLACEMENT PROJECT (PN: T15095200)

City of SACRAMENTO
Department of Public Works

Date: November 17, 2015

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2011-1290-10**

Purchase Order #: **0000016203** **Supplemental Agreement #: 10**

Job#: **T15095200** Project Title: **Rio Linda Blvd Bridge Replacement and Main Ave Intersection Alignment P**

The City of Sacramento ("City") and **Mark Thomas & Company**, **("Contractor")**, as parties to that certain Professional Services Agreement designated as Agreement Number **2011-1290** including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

   See Exhibit A

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by $79,045.84 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	$598,305.00
The net change by previous Supplemental Agreements:	$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	$598,305.00
The contract sum will be increased by this Supplemental Agreement:	$79,045.84
The new not-to-exceed amount including all Supplemental Agreements:	$677,350.84

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.

4. Contractor warrants and frepresents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved as to Form By:

City Attorney

Approved By:

R.M. B

Contractor

Approved By:

City of Sacramento

Executed Date

Attested to By:

City Clerk

(Rev. 07/16/08)

Exhibit A

Rio Linda Blvd Bridge Replacement and Main Ave Intersection Alignment Project

2011-1290

	Description	*Amount*
Supplemental Agreement #10		
PCO # 10.0	**Client Initiated Changes**	$79,045.84
10/05/15	Effective July 1, 2015. Additional fee to cover out of scope work including supplemental hydraulic analysis,additional utility relocation design, additional sidewalk design, and supplemental advisory review meetings. Supplement also included reallocation of existing budget, substitution and addition of staff, and incorporation of Attachment 1 to Exhibit B into consultant contract.	
	1 Items **Total for Change Order # 10**	**$79,045.84**

1 Change Orders	**1 Items**	**Total for Contract # 2011-1290**	**$79,045.84**
	Totals By Reason	**Changed/Unforeseen Conditions**	**$0.00**
		Changes to Bid Documents	**$0.00**
		Client Initiated Changes	**$79,045.84**

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.

B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.

C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.

D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.

E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.

F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.

3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:

1. Increasing the Agreement not-to-exceed amount.
   a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.

2. Adding task(s) within the advertised scope.

3. Adding new classifications or adjusting rates:
   a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
   b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.

4. Adding SUBCONTRACTORS.

5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.

6. Extending the sunset date of the Agreement.

No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).

2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
   a. Task, Budget, and Billing Summary.
   b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
   c. A copy of SUBCONTRACTOR invoices using the City template.
   d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
   e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
   f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.

3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over $100,000.

4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.

5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORs for professional services or other direct costs included in the approved 10-H form(s).

7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).

C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

III. CONFLICT OF INTEREST

A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONTRACTING

A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.

C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

VIII. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

***All referenced forms and sample templates will be provided by CITY.**

MARK THOMAS & COMPANY
Providing Engineering, Surveying & Planning Services

October 10, 2015 SA-11130

Mr. Phil Vulliet
City of Sacramento
Department of Public Works
915 I Street, Room 2000
Sacramento, CA 95814-2604

OFFICES

Cupertino
Fresno
Irvine
Oakland
Sacramento
Salinas
San Jose
San Mateo
Walnut Creek

RE: CITY OF SACRAMENTO RIO LINDA BRIDGE REPLACEMENT PROJECT – SUPPLEMENTAL AGREEMENT REQUEST NO. 10

Dear Mr. Vulliet:

We have prepared the enclosed Supplemental Agreement Request Number 10 related to the additional time and effort associated with the funding justification and formal appeals to Caltrans for the limits of HBP participation, the development of staging plans in lieu of detour plans, revised foundation design, and the additional Senior Advisory Committee meeting. Additionally, extra work resulting from the 60% Design review includes changes to sidewalk locations, parking lot areas, and bus stops. The Department of Utilities also required additional hydraulic analysis/documentation and relocation plans for water and sewer facilities.

As requested, MTCo will incorporate Attachment 1 to Exhibit B into our professional services contract with City of Sacramento for this project. Rate increases have been applied to MTCo staff based on Social Security cost-of-living adjustments for 2014 (1.5%) and 2015 (1.7%).

We would like to request that the following staff (with rates) be added to the project (associated 10-H forms have been attached):

- Raynon Catris (F&P) – Senior Engineering Technician I at $25.24
- JoLynn Souto (F&P) – Administrative at $21.63
- Danny Murphy (F&P) – Engineer/Planner at $30.29
- Kevin Ross (DHA) – Principal Engineer at $70.00
- Alan Hyde (DHA) - CAD Drafter, Range A at $19.00
- Matt Burgard (DHA) – Bridge Engineer, Range A at $41.45
- Lucas Miner (DHA) – Assistant Engineer, Range A at $28.00
- Keith Dresbach (DHA) – CAD Manager at $35.00
- Stephanie Morales (DHA) – Designer, Range A at $31.00
- Theresa Bautista (DHA) – Project Administration, Range C at $32.00
- Karen Drebert (DHA) – Administrative Specialist at $38.60
- Erik Fredrickson (MTCo) – Engineering Manager at $83.61
- Andrew Lee (MTCo) – Senior Project Engineer at $54.71

Mark Thomas & Company, Inc.
7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826
www.markthomas.com (916) 381-9100 fax: (916) 381-9180

- Joseph Pivarnik (MTCo) – Field Party Chainman at $32.33
- Samuel McIntyre (MTCo) – Engineering/Survey/Cadd Tech at $30.97
- Victor Sherby (MTCo) – Senior Design Engineer at $38.96
- Jony Tji (MTCo) – Senior Design Engineer at $40.26
- Leslie Fung (MTCo) – Design Engineer at $32.00
- Ashley Wright (MTCo) – Admin at $13.42
- Ryan Payne (MTCo) – Design (Tech Assistants) at $15.48
- Celia Andrade (MTCo) – Design (Tech Assistants) at $15.48
- Marlayna Harney (MTCo) – Clerical II at $25.81

WRECO would like to add the following classifications and rates (associated 10-H form has been attached):

- Supervising Engineer at $61.86
- Senior Technician at $33.92
- Administrator/Clerical at $23.95

We would like to modify the classifications and rates of the following staff (associated 10-H forms have been attached):

- Robert Brogan (MTCo) – promoted to Principal/Project Manager at $113.55
- Spencer Ord (MTCo) – promoted to Design Engineer at $32.00
- Matthew Magaw (MTCo) – promoted to Design Engineer at $32.00

We request to reallocate budget from existing tasks to cover some of the costs incurred for additional project management and coordination required due to the increase in the project schedule, changes in scope of work, and to close out completed tasks.

We also request to reallocate ODC budget:

Mark Thomas ODC Reallocation

Item	Original Budget	Revised Budget
Title Report	$4,800	$0
Reproduction	$10,000	$2,890
Mail and Delivery	$200	$200
Potholing	$0	$11,910
Total	**$15,000**	**$15,000**

WRECO ODC Reallocation

Item	Original Budget	Revised Budget
Mileage	$360	$0
Reproduction	$800	$20.52
Mail and Delivery	$48.04	$0

In addition to the reallocation from existing tasks, the additional fee for the out of scope items is **$79,045.84.** The revised work plan is attached.

Please let me know if you have any questions or need any additional information.

Sincerely,

MARK THOMAS & COMPANY, INC.

R.M. Brogan

Matt Brogan
Senior Associate/Division Manager

Supplement #10
Mark Thomas Company, Inc
Rio Linda Bridge Replacement and Main Avenue
T15095200, MTCo Project # SA-11130

Phase	Task	Description	Original Budget	As of Invoice No. 222777					Proposed				Notes	Justification
				Reallocated Budget	Total Billed	Remaining Budget	Unbilled Charges	Remaining Budget	Reallocation Amount	Additional Fee	Total Budget	Remaining Budget		
100	1	PDT	$10,939.12	$11,827.06	$11,827.06	$0.00	$3,616.19	-$3,616.19		$10,542.86	$22,369.92	$6,926.67		Additional project management including funding justification. Additional Senior Managers review
100	2	Client/Sub	$10,107.00	$9,219.06	$9,196.16	$22.90	$1,802.19	-$1,779.29	$525.09	$1,434.33	$11,178.48	$180.13		
100	3	Agency Coordination	$10,107.00	$10,107.00	$9,956.43	$150.57	$1,492.78	-$1,342.21	$2,040.31		$12,147.31	$698.10	From 780-308	
100	4	Prepare/Update Project Schedules	$7,277.04	$7,277.04	$6,351.27	$925.77	$752.64	$173.13	-$173.13		$7,103.91	$0.00	From 78010	
100	5	Monthly Progress Reports	$3,638.66	$3,638.66	$3,215.32	$423.34		$423.34		$1,673.39	$5,312.05	$2,096.73		Additional project management related to invoicing
100	6	QA/QC	$7,277.12	$7,277.12	$5,450.89	$1,826.23	$1,100.01	$726.22	$9,787.22		$17,064.34	$10,513.44	From 780-100/199 and 780-401/403/410/699	
100	99	Reimbursables	$15,000.00	$12,755.00	$139.90	$12,615.10		$12,615.10			$12,755.00	$12,615.10		
250	1	Data Gathering/Tech Memo/Field Rev	$4,296.56	$4,289.90	$4,289.90	$0.00		$0.00			$4,289.90	$0.00		
250	2	Hydraulic and Hydrologic Studies	$1,403.80	$1,617.14	$1,617.14	$0.00		$0.00			$1,617.14	$0.00		
250	3	Geotechnical Engineering Services	$904.04	$532.07	$532.07	$0.00		$0.00			$532.07	$0.00		
250	4	GADs	$8,950.64	$7,527.63	$7,527.63	$0.00		$0.00			$7,527.63	$0.00		
250	5	Signal Design Concept Report	$904.04	$859.10	$859.10	$0.00		$0.00			$859.10	$0.00		
250	6	Structure Type Selection	$1,808.08	$1,823.16	$1,823.16	$0.00		$0.00			$1,823.16	$0.00		
250	7	Caltrans HBP Funding/Local Prog Comp	$3,352.12	$4,548.18	$4,548.18	$0.00		$0.00			$4,548.18	$0.00		
250	8	Project Report	$6,850.40	$7,272.50	$7,256.42	$16.08		$16.08	-$16.08		$7,256.42	$0.00	Close Out	
310	1	Supplemental Topo	$9,479.20	$8,334.88	$7,431.98	$902.90		$902.90		$1,764.48	$10,099.36	$2,667.38		Additional survey for addition of sidewalk, bus stop, and parking lot area.
310	2	Control Surveys/Levels	$2,422.32	$3,566.64	$3,566.68	-$0.04		-$0.04			$3,566.64	-$0.04		
310	3	R/W Retracement Surveys	$6,090.04	$6,090.04	$6,086.45	$3.59		$3.59	-$3.59		$6,086.45	$0.00	Close Out	
310	4	Prepare Land Net & Survey Ctl Diagram	$2,036.04	$2,036.04	$1,995.84	$40.20		$40.20	-$40.20		$1,995.84	$0.00	Close Out	
310	5	Appraisal Map	$2,535.80	$2,535.80	$1,390.46	$1,145.34	$743.84	$401.50			$2,535.80	$401.50		
310	6	Acquisition Plats & Legal Descriptions	$23,964.14	$23,964.14		$23,964.14	$5,965.76	$17,998.38			$23,964.14	$17,998.38		
310	7	Acquisition Support Services	$5,496.00	$5,496.00		$5,496.00		$5,496.00			$5,496.00	$5,496.00		
400	1	Prelim Enviro Study (PES) Form	$808.56	$808.56	$808.57	-$0.01		-$0.01			$808.56	-$0.01		
400	2	Tech Studies: Cultural	$499.76	$499.76	$404.28	$95.48		$95.48	-$95.48		$404.28	$0.00	Close Out	
400	3	Tech Studies: Biological	$499.76	$499.76	$454.82	$44.94		$44.94	-$44.94		$454.82	$0.00	Close Out	
400	4	Tech Studies: Traffic	$499.76	$499.76	$454.82	$44.94		$44.94	-$44.94		$454.82	$0.00	Close Out	
400	5	Prepare Environmental Document	$808.56	$808.56	$808.58	-$0.02		-$0.02			$808.56	-$0.02		
450	1	Permits	$4,233.76	$4,233.76	$2,026.28	$2,207.48		$2,207.48			$4,233.76	$2,207.48		
450	2	Utility Coordination	$14,700.32	$14,700.32	$13,867.15	$833.17	$578.95	$254.22		$13,226.57	$27,926.89	$13,480.79		Additional coordination with DOU for hydraulics and water/sewer
500	1	60% Plans	$37,015.28	$37,015.28	$36,971.72	$43.56	$9,258.19	-$9,214.63		$9,653.08	$46,668.36	$438.45		Staging Plans in lieu of detour plans
500	2	Independent Check	$11,070.16	$11,070.16		$11,070.16		$11,070.16			$11,070.16	$11,070.16		
500	3	90% Plans	$23,993.72	$23,993.72	$8,002.68	$15,991.04	$5,611.90	$10,379.14		$16,487.49	$40,481.21	$26,866.63		Additional sheets for sidewalk, bus stop, RegionalSan sewer, and City water lines.
500	4	100% Plans	$13,285.48	$13,285.48		$13,285.48		$13,285.48			$13,285.48	$13,285.48		
500	5	Special Provisions	$7,120.08	$7,120.08		$7,120.08	$44.54	$7,075.54			$7,120.08	$7,075.54		
500	6	Estimates	$6,659.44	$6,659.44	$2,778.89	$3,880.55	$133.62	$3,746.93			$6,659.44	$3,746.93		
600	1	Public Outreach	$3,965.00	$3,965.00	$3,891.25	$73.75		$73.75	-$73.75		$3,891.25	$0.00	Close Out	
710	1	Bidding Assistance	$1,808.08	$1,808.08		$1,808.08		$1,808.08			$1,808.08	$1,808.08		
710	2	Construction Assistance	$4,512.32	$4,512.32		$4,512.32		$4,512.32			$4,512.32	$4,512.32		
710	3	Record Drawings	$2,744.80	$2,744.80		$2,744.80		$2,744.80			$2,744.80	$2,744.80		
780	100	AIM: Public Outreach	$11,360.00	$11,360.00	$8,140.38	$3,219.62		$3,219.62	-$3,219.62		$8,140.38	$0.00	Close Out	
780	199	AIM: Reimbursables	$4,400.00	$4,400.00	$1,487.57	$2,912.43		$2,912.43	-$2,912.43		$1,487.57	$0.00	Close Out	
780	200	Blackburn: Geotech Services	$19,464.00	$19,464.00	$14,576.42	$4,887.58		$4,887.58		$3,509.57	$22,973.57	$8,397.15		RegionalSan Pipe loading analysis
780	299	Blackburn: Reimbursables	$8,350.00	$8,350.00	$5,779.97	$2,570.03		$2,570.03			$8,350.00	$2,570.03		
780	300	Dokken: Project Management	$10,798.00	$10,798.00	$6,985.27	$3,812.73		$3,812.73			$10,798.00	$3,812.73		
780	301	Dokken: Agency Coordination	$7,600.00	$7,600.00	$2,417.68	$5,182.32		$5,182.32			$7,600.00	$5,182.32		
780	302	Dokken: QA/QC	$4,092.00	$4,092.00	$4,080.89	$11.11		$11.11			$4,092.00	$11.11		
780	303	Dokken: Prelim Env Study Form	$3,619.00	$3,619.00	$3,619.00	$0.00		$0.00			$3,619.00	$0.00		
780	304	Dokken: Tech Studies-Cult	$16,270.00	$16,270.00	$16,264.36	$5.64		$5.64	-$5.64		$16,264.36	$0.00	Close Out	
780	305	Dokken: Tech Studies-Bio	$47,787.00	$47,787.00	$41,021.25	$6,765.75		$6,765.75	-$6,765.75		$41,021.25	$0.00	Close Out	
780	306	Dokken: Prep Envr Doc	$34,949.00	$34,949.00	$32,413.94	$2,535.06		$2,535.06	-$2,535.06		$32,413.94	$0.00	Close Out	
780	307	Dokken: Permits	$15,894.00	$15,894.00	$14,771.42	$1,122.58	$598.53	$524.05	$9,300.81		$25,194.81	$9,824.86	From 780-305/306	
780	308	Dokken: Public Outreach	$5,903.00	$5,903.00	$3,862.69	$2,040.31		$2,040.31	-$2,040.31		$3,862.69	$0.00	Close Out	
780	399	Dokken: Reimbursables	$900.00	$900.00	$431.30	$468.70		$468.70			$900.00	$468.70		
780	400	Drake: PDT Meetings	$4,056.00	$4,056.00	$3,681.72	$374.28		$374.28			$4,056.00	$374.28		
780	401	Drake: Type Selection	$19,049.00	$19,049.00	$19,014.31	$34.69		$34.69	-$34.69		$19,014.31	$0.00	Close Out	
780	402	Drake: Caltrans HBP Funding/Local Prog	$17,441.00	$17,178.00	$9,413.89	$7,764.11	$565.49	$7,198.62			$17,178.00	$7,198.62		
780	403	Drake: Envr Doc	$1,622.00	$1,622.00		$1,622.00		$1,622.00	-$1,622.00		$0.00	$0.00	Close Out	
780	404	Drake: 60% Design Plans	$9,833.00	$9,833.00	$9,805.66	$27.34		$27.34	-$27.34		$9,805.66	$0.00	Close Out	
780	405	Drake: 90% Design Plans	$7,892.00	$7,892.00		$7,892.00	$562.80	$7,329.20		$14,771.62	$22,663.62	$22,100.82		Change in abutment foundations.
780	406	Drake: 100% Design Plans	$2,480.00	$2,480.00		$2,480.00		$2,480.00			$2,480.00	$2,480.00		
780	407	Drake: Estimates	$6,760.00	$6,760.00		$6,760.00		$6,760.00			$6,760.00	$6,760.00		
780	408	Drake: Bidding Assistance	$1,000.00	$1,000.00		$1,000.00		$1,000.00			$1,000.00	$1,000.00		
780	409	Drake: Construction Assistance	$3,011.00	$3,011.00		$3,011.00		$3,011.00			$3,011.00	$3,011.00		
780	410	Drake: Public Outreach	$811.00	$811.00		$811.00		$811.00	-$811.00		$0.00	$0.00	Close Out	
780	499	Drake: Reimbursables	$100.00	$363.00	$99.05	$263.95		$263.95			$363.00	$263.95		
780	500	F&P: Signal Design Concept	$3,068.00	$3,068.00	$2,615.32	$452.68		$452.68			$3,068.00	$452.68		
780	501	F&P: Tech Studies: Traff Analysis	$15,999.00	$15,999.00	$15,999.00	$0.00		$0.00			$15,999.00	$0.00		
780	502	F&P: 60% Plans	$6,933.00	$6,933.00	$6,933.00	$0.00		$0.00			$6,933.00	$0.00		

Supplement #10
Mark Thomas Company, Inc.
Rio Linda Bridge Replacement and Main Avenue
T15095200, MTCo Project # SA-11130

Phase	Task	Description	Original Budget	Reallocated Budget	Total Billed	Remaining Budget	Unbilled Charges	Remaining Budget	Reallocation Amount	Additional Fee	Total Budget	Remaining Budget	Notes	Justification
780	503	F&P: 90% Plans	$3,500.00	$3,500.00		$3,500.00		$3,500.00			$3,500.00	$3,500.00		
780	504	F&P: 100% Plans	$3,000.00	$3,000.00		$3,000.00		$3,000.00			$3,000.00	$3,000.00		
780	505	F&P: Bidding Assistance	$250.00	$250.00		$250.00		$250.00			$250.00	$250.00		
780	506	F&P: Construction Assistance	$575.00	$575.00		$575.00		$575.00			$575.00	$575.00		
780	507	F&P Record Drawings	$250.00	$250.00		$250.00		$250.00			$250.00	$250.00		
780	599	F&P: Reimbursables	$425.00	$425.00	$55.50	$369.50		$369.50			$425.00	$369.50		
780	600	WRECO: Hydraulic Studies	$18,592.00	$18,592.00	$18,572.25	$19.75		$19.75		$1,569.71	$20,161.71	$1,589.46		Additional analysis for DOU comments on hydraulics
780	699	WRECO: Reimbursables	$1,208.00	$1,208.00		$1,208.00		$1,208.00	-$1,187.48		$20.52	$20.52		
780	700	GEOMAPS	$0.00	$2,245.00	$2,245.00	$0.00		$0.00			$2,245.00	$0.00		
780	900	Cathodic Protection	$0.00	$0.00		$0.00		$0.00		$4,412.74	$4,412.74	$4,412.74		Cathodic Protection
			$598,305.00	$598,305.00	$409,817.92	$188,487.08	$32,827.43	$155,659.65	$0.00	$79,045.84	$677,350.84	$234,705.49		

(Additional Fee) - (Reallocation Amount) = $79,045.84

SA-11130 Rio Linda Blvd Bridge Replacement - Mark Thomas & Company
Social Security Cost-of-Living Adjustment

Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	2014 COLA (1.5%)	2015 COLA (1.7%)
Principal/Project Manager	Robert Brogan	$110.00	$111.65	$113.55
Engineering Manager	Eric Fredrickson	$81.00	$82.22	$83.61
Project Manager	Julie Passalacqua	$52.00	$52.78	$53.68
Project Engineer	Jason Hickey	$40.50	$41.11	$41.81
Project Engineer	Aaron Silva	$39.00	$39.59	$40.26
Senior Design Engineer	Jony Tji	$39.00	$39.59	$40.26
Senior Design Engineer	Victor Sherby	$37.74	$38.31	$38.96
Design Engineer	Leslie Fung	$31.00	$31.47	$32.00
Design Engineer	Kyle Friedrich	$31.00	$31.47	$32.00
Design Engineer	Jonathan Hernandez	$31.00	$31.47	$32.00
Design Engineer	Jose Bygoytia-Amaya	$31.00	$31.47	$32.00
Design Engineer	Spencer Ord	$31.00	$31.47	$32.00
Design Engineer	Matthew Magaw	$31.00	$31.47	$32.00
Engineering/Survey/Cadd Tech	Samuel McIntyre	$30.00	$30.45	$30.97
Engineering/Survey/Cadd Tech	Ryan Michalak	$28.00	$28.42	$28.90
Engineering/Survey/Cadd Tech	Galina Boyko	$25.90	$26.29	$26.74
Engineering/Survey/Cadd Tech	Christopher Davis	$25.00	$25.38	$25.81
Design (Tech Assistants)	Spencer Lee	$15.00	$15.23	$15.48
Design (Tech Assistants)	Austin Allen	$15.00	$15.23	$15.48
Design (Tech Assistants)	Eduard Muzychuk	$15.00	$15.23	$15.48
Design (Tech Assistants)	Ryan Payne	$15.00	$15.23	$15.48
Design (Tech Assistants)	Celia Andrade	$15.00	$15.23	$15.48
Land Surveyor	Matthew Stringer	$48.60	$49.33	$50.17
Project Surveyor	Brandon Benton	$33.74	$34.25	$34.83
Field Party Chief	Michael Schwoyer	$38.23	$38.80	$39.46
Field Party Chief	Octavio Senda	$38.23	$38.80	$39.46
Field Party Chief	Ralph Waller	$38.23	$38.80	$39.46

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: Mark Thomas & Compan, Inc. Date: 7/24/2015

Project Name: Rio Linda Bridge Replacement and Main Avenue

Project #: T15095200, MTCo Project #: SA-11130

Fringe Benefit %	+	*Overhead %	=	Combined %
43.92%		125.98%		169.90%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Principal/Project Manager	Robert Brogan	$113.55	$337.12	$337.12
		Engineering Manager	Eric Fredrickson	$83.61	$248.23	$248.23
		Project Manager	Julie Passalacqua	$53.68	$159.37	$159.37
		Senior Project Engineer	Andrew Lee	$54.71	$162.43	$162.43
		Project Engineer	Jason Hickey	$41.81	$124.13	$124.13
		Project Engineer	Aaron Silva	$40.26	$119.53	$119.53
		Senior Design Engineer	Jony Tji	$40.26	$119.53	$119.53
		Senior Design Engineer	Victor Sherby	$38.96	$115.67	$115.67
		Design Engineer	Leslie Fung	$32.00	$95.00	$95.00
		Design Engineer	Kyle Friedrich	$32.00	$95.00	$95.00
		Design Engineer	Jonathan Hernandez	$32.00	$95.00	$95.00
		Design Engineer	Jose Bygoytia-Amaya	$32.00	$95.00	$95.00
		Design Engineer	Spencer Ord	$32.00	$95.00	$95.00
		Design Engineer	Matthew Magaw	$32.00	$95.00	$95.00
		Engineering/Survey/Cadd Tech	Samuel McIntyre	$30.97	$91.95	$91.95
		Engineering/Survey/Cadd Tech	Ryan Michalak	$28.90	$85.80	$85.80
		Engineering/Survey/Cadd Tech	Galina Boyko	$26.74	$79.39	$79.39
		Engineering/Survey/Cadd Tech	Christopher Davis	$25.81	$76.63	$76.63
		Clerical II	Marlayna Harney	$25.81	$76.63	$76.63
		Design (Tech Assistants)	Spencer Lee	$15.48	$45.96	$45.96
		Design (Tech Assistants)	Austin Allen	$15.48	$45.96	$45.96
		Design (Tech Assistants)	Eduard Muzychuk	$15.48	$45.96	$45.96
		Design (Tech Assistants)	Ryan Payne	$15.48	$45.96	$45.96
		Design (Tech Assistants)	Celia Andrade	$15.48	$45.96	$45.96
		Administrative	Ashley Wright	$13.42	$39.84	$39.84
		Land Surveyor	Matthew Stringer	$50.17	$148.95	$148.95
		Project Surveyor	Brandon Benton	$34.83	$103.41	$103.41
		Field Party Chief	Michael Schwoyer	$39.46	$117.15	$117.15
		Field Party Chief	Octavio Senda	$39.46	$117.15	$117.15
		Field Party Chief	Ralph Waller	$39.46	$117.15	$117.15
		Field Party Chainman	Joseph Pivarnik	$32.33	$95.98	$95.98

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal.

Description	Rate
Title Reports	$0
Reproduction Costs	$2,890
Mail & Delivery Services	$200
Pothole	$11,910

Approved with Supplement # (type Original if it is the Original): 10
CONTRACTOR Name: Mark Thomas & Compan, Inc. Date: 7/24/2015
Project Name: Rio Linda Bridge Replacement and Main Avenue
Project #: T15095200, MTCo Project #: SA-11130

Fringe Benefit %	+	*Overhead %	=	Combined %
43.92%		125.98%		169.90%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

R.M.B

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here) Matt Beagan

Mark Thomas and Company
Cost Proposal (SUPPLEMENTAL #10)

Rio Linda Blvd Bridge Project

	Mark Thomas and Company												
	Staff Name and or Classification	Brogan Principal	Silva Project Engineer	Magaw Design Engineer	S Lee Design (Tech Assistatants)	Benton Project Surveyor	Senda Field Party Chief	Admin	Hours Subtotal	Total Cost	Hours Total	Cost Total	
	Approved Flat Hourly Billing Rate	$ 337.12	$ 119.53	$ 95.00	$ 45.96	$ 103.41	$ 117.15	$ 39.84					
Phase 100													
Task 1	Hours	10	60						70	$ 10,542.86	70	$	10,542.86
Task 2	Hours		12						12	$ 1,434.33	12	$	1,434.33
Task 5	Hours		14						14	$ 1,673.39	14	$	1,673.39
Phase 100 Subtotal		10	86	0	0	0	0	0	96	13,650.59	96		13,650.59
Phase 310													
Task 1	Hours					8	8		16	$ 1,764.48	16	$	1,764.48
Phase 300 Subtotal		0	0	0	0	8	8	0	16	$ 1,764.48	16	$	1,764.48
Phase 450													
Task 2	Hours		24	80	60				164	$ 13,226.57	164	$	13,226.57
Phase 450 Subtotal		0	24	80	60	0	0	0	164	$ 13,226.57	164	$	13,226.57
Phase 500													
Task 1	Hours		10	60	60				130	$ 9,653.08	130	$	9,653.08
Task 3	Hours	4	40	80	60				184	$ 16,487.49	184	$	16,487.49
Phase 500 Subtotal		4	50	140	120	0	0	0	314	$ 26,140.57	314	$	26,140.57
Phase 780													
Task 900	Hours		4	24	36				64	$ 4,412.74	64	$	4,412.74
Phase 780 Subtotal		0	4	24	36	0	0	0	64	$ 4,412.74	64	$	4,412.74
Total		14	164	244	216	8	8	0	654	$ 59,194.94	654	$	59,194.94
Other Direct Costs													
Item 1												$	-
Item 2												$	-
ODC Subtotal		0	0	0	0		0	0	0	$ -		$	-
Grand Total										**$ 59,194.94**		**$**	**59,194.94**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: AIM Consulting Date: 5/28/2015

Project Name: Rio Linda Bridge Replacement and Main Avenue

Project #: T1509500

Fringe Benefit %	+	*Overhead %	=	Combined %
58.00%		82.00%		140.00%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Outreach Project Manager	Gladys Cornell	$53.03	$140.00	$140.00
		Outreach Coordinator	Clara Zanze	$22.73	$60.01	$60.01
		Graphic Designer	Melinda Lang	$37.88	$100.00	$100.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal	Description	Rate
		Printing (at cost)	4,400

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here)

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: BLACKBURN CONSULTING Date: 7/25/15

Project Name: Rio Linda Bridge Replacement and Main Avenue

Project #: T1509500

Fringe Benefit %	+	*Overhead %	=	Combined %
34.73%		163.41%		198.14%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		PIC-Geotechnical	Robert Lokteff	$62.50	$204.97	$204.97
X		Project Manager (Technical)	Dave Morrell	$51.92	$170.27	$170.27
		Staff Engineer I	Sergio Tostado	$24.00	$78.71	$78.71
		Staff Engineer I	Morgan Wright	$24.00	$78.71	$78.71
		Staff Engineer I	Kristy Chapman	$24.00	$78.71	$78.71
		CAD/GIS	Mike Robertson	$33.00	$108.22	$108.22
		Admin Assistant	Ashley Lokteff	$20.00	$65.59	$65.59
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal.

Description	Rate
Postage / Reproduction	$400
Drilling	$4,400
Mileage	$130
Hand Sampling Equipment	$200
Laboratory Analysis	$3,220

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
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9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Robert B. Lokteff

Rio Linda Blvd. Bridge Replacement - Supplemental #10

	Blackburn Consulting													
	Robert Lokteff	Dave Morrell	Sergio Tostado	Morgan Wright	Kristy Chapman	Mike Robertson	Ashley Lokteff	Hours Subtotal	Labor Costs	OH + Fringe 198.14%	Profit 10%	Total Cost	Hours Total	Cost Total
	$ 62.50	$ 51.92	$ 24.00	$ 24.00	$ 24.00	$ 33.00	$ 20.00							
Geotechnical Memo														
Item 1	3	17						20	$1,070.14	$ 2,120.38	$ 319.05	$ 3,509.57	20	$ 3,509.57
Item 2								0	$ -	$ -	$ -	$ -	0	$ -
Item 3								0	$ -	$ -	$ -	$ -	0	$ -
Task A Subtotal	3	17	0	0	0	0	0	20	1,070.14	2,120.38	319.05	3,509.57	20	3,509.57
Item 1								0	$ -	$ -	$ -	$ -	0	$ -
Item 2								0	$ -	$ -	$ -	$ -	0	$ -
Task B Subtotal	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	0	$ -
Total	3	17	0	0	0	0	0	20	$1,070.14	$ 2,120.38	$ 319.05	$ 3,509.57	20	$ 3,509.57
Other Direct Costs														
Postage/Reproduction												$ -		$ -
Mileage												$ -		$ -
Drilling												$ -		$ -
Hand Sampling Equipment												$ -		$ -
Laboratory Analysis												$ -		$ -
ODC Subtotal	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -		$ -
Grand Total												**$ 3,509.57**		**$ 3,509.57**

drake haglan AND ASSOCIATES

June 5, 2015

Matt Brogan
Mark Thomas & Associates, Inc.
1960 Zanker Road
San Jose, CA 95112

SUBJECT: Rio Linda Bridge Replacement Project – Personnel Addition Request

Dear Mr. Silva:

We would like to request the addition of the following personnel to the project. The personnel referenced below will be used in addition to personnel already identified on the project. There are no specific hours allocated but will be working within the already established budget.

Staff	Classification	Rate	Bill Rate
Kevin Ross	Principal Engineer	$70.00	$188.50
Matt Burgard	Bridge Engineer, Range B	$41.45	$111.62
Lucas Miner	Assistant Engineer, Range A	$28.00	$75.40
Keith Dresbach	CAD Drafter, Range B	$35.00	$94.25
Stephanie Morales	Designer, Range A	$31.00	$83.48
Theresa Bautista	Project Administration, Range C	$32.00	$86.17
Karen Drebert	Administrative Specialist	$38.60	$103.94
Alan Hyde	CAD Drafter, Range A	$19.00	$51.16

If you agree to the additional personnel please sign below and return one original back to our office.

Sincerely,

Dennis M. Haglan, P.E.
Project Manager
Drake Haglan & Associates

Matt Brogan, P.E.
Project Manager
Mark Thomas & Associates, Inc.

11060 White Rock Road, Suite 200 • Rancho Cordova, California 95670 • P 916.363.4210 • F 916.363.4230

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: Drake Haglan & Associates Date: 7/29/2015

Project Name: Rio Linda Bridge Replacement and Main Avenue

Project #: T1509500

Fringe Benefit %	+	*Overhead %	=	Combined %
49.40%		95.40%		144.80%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Dennis Haglan	$70.00	$188.50	$188.50
		Senior Engineer, Range D	Tony Dubovik	$65.00	$175.03	$175.03
		Senior Engineer, Range C	Guoping Xu	$57.20	$154.03	$154.03
		Senior Engineer, Range C	James Gomez	$57.00	$153.49	$153.49
		Senior Engineer, Range B	Jeff Elmensdorp	$52.50	$141.37	$141.37
		Senior Engineer, Range B	Stacey Alligula	$48.10	$129.52	$129.52
		Bridge Engineer, Range B	Jennifer Grant	$41.45	$111.62	$111.62
		Bridge Engineer, Range A	Rebecca Bautista	$37.00	$99.63	$99.63
		Principal Engineer	Matt Salow	$70.00	$188.50	$188.50
		CAD Manager (Acting as CAD Range B)	Keith Dresbach	$35.00	$94.25	$94.25
		Senior Engineer, Range B	Ryan Moore	$52.50	$141.37	$141.37
		Asst. Engineer, Range A	Lucas Miner	$28.00	$75.40	$75.40
		Project Administration, Range C	Theresa Bautista	$32.00	$86.17	$86.17
		Administrative Specialist	Karen Drebert	$38.60	$103.94	$103.94
		CAD Drafter, Range A	Alan Hyde	$19.00	$51.16	$51.16
		Bridge Engineer, Range B	Matt Burgard	$41.45	$111.62	$111.62
		Designer, Range A	Stephanie Morales	$31.00	$83.48	$83.48
		Principal Engineer	Kevin Ross	$70.00	$188.50	$188.50

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal.

Description	Rate
Travel	$100.00
Mileage	$113.00
Printing	$150.00

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Dennis M. Haglan

Drake Haglan and
Associates
COST PROPOSAL (SUPPLEMENTAL #10)

Rio Linda Blvd Bridge Project

	Drake Haglan and Associates										
	Staff Name and or Classification	Haglan Principal	Ross Principal Engineer	Alliguie Senior Bridge Engineer, Range B	Grant Bridge Engineer, Range B	Dresbach CAD Manager	Admin	Hours Subtotal	Total Cost	Hours Total	Cost Total
	Approved Flat Hourly Billing Rate	$ 188.50	$ 188.50	$ 129.52	$ 111.62	$ 94.25					
Task A											
SA-11130-780-404	Hours			16	80	40		136	$ 14,771.62	136	$ 14,771.62
								0	$ -	0	$ -
								0	$ -	0	$ -
Task A Subtotal		0	0	16	80	40	0	136	14,771.62	136	14,771.62
ODC Subtotal		0	0	0	0	0	0	0	$ -		$ -
Grand Total									**$ 14,771.62**		**$ 14,771.62**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: Dokken Engineering Date: 7/29/2015

Project Name: Rio Linda Bridge Replacement

Project #: T1509500 (MTCo: SA-11130) (DE 1969)

Fringe Benefit %	+	*Overhead %	=	Combined %
126.81%		30.43%		157.24%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Senior Environmental Planner	Namat Hosseinion	$59.00	$166.95	$166.95
		Senior Environmental Planner	Michelle Campbell	$55.00	$155.63	$155.63
		Associate Environmental Planner	Sarah Holm	$32.00	$90.55	$90.55
		Environmental Planner	Timothy Chamberlain	$26.44	$74.82	$74.82
		Environmental Planner	Carolynn Daman	$20.50	$58.01	$58.01
		Environmental Planner	Amy Dunay	$27.50	$77.82	$77.82
		Environmental Planner	Carlene Grecco	$26.44	$74.82	$74.82
		Environmental Planner	James Hovis	$18.00	$50.93	$50.93
		Environmental Planner	Angela Scudiere	$20.50	$58.01	$58.01
		Environmental Planner	Cherry Zamora	$31.00	$87.72	$87.72
		Environmental Planner	Zachary Liptak	$19.00	$53.76	$53.76
		Environmental Planner	Christa Westphal	$24.00	$67.91	$67.91
		Staff Planner		$30.50	$86.30	$86.30
		Associate Engineer	Christopher Segur	$43.00	$121.67	$121.67
		Associate Engineer	Robert Burns	$43.00	$121.67	$121.67
		Associate Engineer	Mason Hancock	$42.50	$120.26	$120.26

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal

Description	Rate
Hazardous Waste Records Search	$400
Cultural Record Search	$500

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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By signing here, you agree to the terms above, and attest that all information is accurate and true.

Namat A. Hosseinion

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Namat Hosseinion

FEHR & PEERS
Improving Communities Since 1985

MEMORANDUM

Date: July 2, 2015

To: Matt Brogan - Mark Thomas & Company

From: Kristin Calia – Fehr & Peers Kristin Calia

Subject: New Staff for Sacramento: Rio Linda Bridge Replacement

RS12-2999.00
SA-11130

We request the following staff be added to the project:

Name	Classification	Initial Hourly Rate
• Raynon Catris	Senior Engineering Technician I	$25.24
• JoLynn Souto	Administrative	$21.63
• Danny Murphy	Engineer/Planner	$30.29

2990 Lava Ridge Court, #200 Roseville, CA 95661 (916) 773-1900 Fax (916) 773-2015
www.fehrandpeers.com

CITY OF SACRAMENTO 10-H FORM
Approved with Supplement # (type Original if it is the Original): 10
CONTRACTOR Name: Fehr & Peers Date: 7/2/2015
Project Name: Rio Linda Bridge Replacement and Main Avenue
Project #: T15095200 (MTC #SA-11130)

Fringe Benefit %	+	*Overhead %	=	Combined %
54.77%		136.08%		190.85%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Principal	Alan Telford	$74.28	$237.65	$237.65
		Engineer/Planner	Katherine Jackson	$30.29	$96.91	$96.91
		Engineer/Planner	Robert Hanamouchi	$30.29	$96.91	$96.91
		Senior Engineering Technician	Carrie Carsell	$25.24	$80.75	$80.75
		Senior Engineering Technician	Tiiki Rysen	$25.24	$80.75	$80.75
		Senior Associate II	Kristin Calia	$56.25	$179.96	$179.96
		Senior Engineering Technician III	James Sellards	$39.90	$127.65	$127.65
		Senior Engineering Technician	Beverly Willett	$25.24	$80.75	$80.75
		Principal	John Gard	$74.28	$237.65	$237.65
		Senior Engineer	David Stanek	$48.08	$153.82	$153.82
		Administrative	Lindsey Soza	$21.63	$69.20	$69.20
		Administrative	JoLynn Souto	$21.63	$69.20	$69.20
		Senior Engineering Technician I	Raymon Catris	$25.24	$80.75	$80.75
		Engineer/Planner	Danny Murphy	$30.29	$96.91	$96.91
					$0.00	$0.00

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal.

Description	Rate
Mileage	$425

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

Kristin Calia

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Kristin Calia

WRECO

CELEBRATING 20 YEARS 1995-2015

September 4, 2015

Mr. Aaron Silva
Mark Thomas & Company
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

Subject: Rio Linda Bridge Replacement Project – Personnel Additions Request

Dear Mr. Silva,

We would like to request the addition of the following personnel to the project and reallocate $1,187.48 from our ODC. The personnel referenced below will be used in addition to personnel already identified on the project. There are no specific hours allocated but will be working within the already established budget.

Classification	Rate	Bill Rate
Supervising Engineer	$61.86	$156.32
Senior Technician	$33.92	$85.72
Administrator/Clerical	$23.95	$60.52

Sincerely,

Han-Bin Liang, PhD, PE
President
WRECO

1243 Alpine Road, Suite 108, Walnut Creek, CA 94596
T: (925) 941-0017 | F: (925) 941-0018 | W: www.wreco.com

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 10

CONTRACTOR Name: WRECO Date: 9/4/2015

Project Name: Rio Linda Bridge Replacement Project

Project #: T1509500

Fringe Benefit %	+	*Overhead %	=	Combined %
70.89%		58.84%		129.73%

Profit %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Han-Bin Liang	$82.69	$208.96	$208.96
X		Senior Engineer	Chris Sewell	$60.58	$153.09	$153.09
X		Senior Engineer	David Mueller	$60.58	$153.09	$153.09
		Associate Engineer	Erica Cruz	$39.57	$99.99	$99.99
		Staff Engineer	Wana Chiu	$33.84	$85.51	$85.51
		Supervising Engineer		$61.86	$156.32	$156.32
		Senior Technician		$33.92	$85.72	$85.72
		Administrator/Clerical		$23.95	$60.52	$60.52

Other Direct Costs (ODC) Items and Rates

Estimated ODC Budgets Shall Be Included in Cost Proposal.

Description	Rate	Total
Reproductions		$20.52

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Han-Bin Liang/President

SAMPLE COST PROPOSAL (SUPPLEMENTAL)

Rio Linda Bridge Replacement Project - Supplemental #10

	WRECO							
	Han-Bin Liang Principal Engineer	David Mueller Senior Engineer	Associate Engineer	Hours Subtotal	Total Cost	Hours Total	Cost Total
	$208.96	$153.09	$99.99				
Additional Tasks Subtotal							
Revise Hydraulic Analysis		0.5	3.0	3.5	$ 376.52	3.5	$ 376.52
Revise Location Hydraulic Study	1.5	2.0	3.0	6.5	$919.59	6.5	$ 919.59
Revise Scour Analysis		1.0	1.0	2.0	$ 253.08	2.0	$ 253.08
Additional Tasks Subtotal	1.5	3.5	7.0	12.0	$ 1,549.19	12.0	$ 1,549.19
Total					$ 1,549.19		$ 1,549.19
Reproductions					$ 20.52		$ 20.52
Grand Total					**$ 1,569.71**		**$ 1,569.71**

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00982

Title: Lease Agreements with Caltrans for Surface Parking Lots under the W/X Freeway

Location: Under the W/X Freeway from 6th Street to 23rd Street, Districts 4 and 5

Recommendation: Pass a Motion authorizing the City Manager to 1) enter into four, 10-year lease agreements with Caltrans for each of the following surface parking lots located under the W/X Freeway: 6th & 8th Streets, 20th & 21st Streets, 21st & 22nd Streets, and 22nd & 23rd Streets; and 2) amend City Agreement 2015-0647, the lease with Caltrans for the 18th & W surface parking lot, changing the monthly rent from a fixed monthly fee to a 50% share of gross revenue.

Contact: Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division:

Dept ID:

Attachments:

1-Description/Analysis
2-Contract - 6th and 8th
3-Contract - 20th and 21st
4-Contract - 21st and 22nd
5-Contract - 22nd and 23rd
6-Amendment - 18th and W
7-Exhibit A - Maps

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 11:09:41 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 11:10:52 AM

Description/Analysis

Issue: The property under the W/X Freeway, from 6th Street through 23rd Street, is owned by Caltrans and consists of several surface parking lots (See Exhibit A). Caltrans has agreed to lease each of these parking lots to the City of Sacramento for a period of ten years. Rent will be based on a 50% split of gross revenue earned from the operation of the surface lots. Individual lease agreements will be executed for each parking lot.

Also, on May 14, 2015, the City entered lease agreement 2015-0647 for the surface lot located at 18th & W Streets under the W/X Freeway. Rent per this agreement is currently $9,000 per month. Caltrans has agreed to amend this agreement so rent is no longer a fixed rate of $9,000 per month but will be based on a 50% share of gross revenue instead.

Policy Considerations: This recommendation supports the *2014 City of Sacramento Selected Parking Assets, Parking System Assessment* by Walker Parking Consultants, to increase the overall parking supply under City management.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This lease is exempt from the California Environmental Quality Act (CEQA) under Section 15301, "Operation of existing public structures or facilities involving no expansion of use."

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: There are several surface parking lots under the W/X Freeway from 6th Street through 23rd Street. Two of these, 18th & W and 19th & W, are already under lease by the City. Combined, these lots have approximately 1,800 parking spaces; however, they are currently underutilized. Leasing the remaining parking lots will allow the City to manage an important supply of parking that will support neighboring businesses, new development along the Broadway corridor, and provide parking to support events downtown. The Farmer's Market and Antique Faire will continue to operate on these parking lots.

Financial Considerations: All income will be deposited in the Parking Fund (Fund 6004). Monthly rent under each lease agreement will be based on a 50% share of gross revenue earned from the City's operation of the parking lots.

Local Business Enterprise (LBE): Any goods or services will be purchased in accordance with established City policy.

(Lease Area No. 03-SAC050-0003-06)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PARKING AND OPEN STORAGE AGREEMENT

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ARTICLE 1. SUMMARY OF RENTAL AGREEMENT PROVISIONS

Landlord:	California Department of Transportation (Caltrans)
Tenant:	City of Sacramento
Premises:	Located 6th and 8th Avenue at W&X Streets, County of Sacramento, State of California, commonly known as SAC050-0003, and more particularly described in Article 2.
Lease Term:	10 years, commencing January 1, 2016 and expiring on December 31, 2025. (Article 3)
Rent:	Monthly: 50% of Gross Income (Article 4)
Security Deposit:	$0 (Article 18)
Use:	Parking Only (Article 5)

Comprehensive General Liability Insurance: The City of Sacramento is Self-Insured (Article 10)

Address for Notices: (Article 19)

Landlord:
Department of Transportation
Right of Way, Airspace
703 B Street
Marysville, CA 95901
(530) 741-4226

Tenant:
City of Sacramento
Department of Public Works, Parking Division
300 Richards Boulevard, Suite 213
Sacramento, CA 95811
(916) 808-5110

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

(Lease Area No. 03-SAC050-0005-06)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PARKING AND OPEN STORAGE RENTAL AGREEMENT

THIS LEASE, dated _____, 2015, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City of Sacramento, hereinafter called "Tenant."

WITNESSETH

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Airspace Lease Area No. 03-SAC050-0003, situated inside the City of Sacramento at Caltrans Post Mile 0.75, County of Sacramento, said land or interest herein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ARTICLE 3. TERM

The term of this Lease shall be ten (10) years, commencing January 1, 2016 and expiring December 31, 2025.

ARTICLE 4. RENT

4.1 Monthly Rent

Tenant shall pay to Landlord as a minimum monthly rent, without deduction, offset, prior notice, or demand, the sum of 50% of gross income, paid quarterly (Jan, Apr, Jul, Oct), in arrears. Payments are due within 45 days of end of quarter. Checks shall include reference number **03-SAC050-0003-06** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

By Mail:
Department of Transportation
Attention: Cashier
P.O. Box 168019
Sacramento, CA 95816-8019

In Person:
Department of Transportation
1820 Alhambra Boulevard, 2nd Floor Sacramento, CA.

4.2 Definitions and Provisions

(a) As used in this section, the following terms shall have the following meanings:

i. "Accounting Year" shall mean the twelve-month period beginning on the first day of July and extends to June 30th of the following calendar year.

ii. "Gross Income" shall include all of the following:

(1) The sale price of all applicable income, including: parking income, goods, wares, merchandise, and products sold on or from the leased premises by Tenant, whether for cash or credit and whether payment is actually made or not:.
(2) If applicable, the charges made by Tenant for the sale or rendition on or from the leased premises or services of any nature or kind whatsoever, whether for cash or credit and whether payment is actually made or not;.
(3) If applicable, all admission, entry, and other fees of any nature or kind charged by Tenant including but not limited to deposits accepted by Tenant;.
(4) If applicable, all sums deposited in any coin-operated vending machine or other device maintained on the leased premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Tenant or others, and regardless of what percentage thereof Tenant is entitled to receive;
(5) All other income received by Tenant as a result of its leasehold interest in the premises.

Gross Income shall exclude all sales and excise taxes payable by Tenant to federal, state, county, or municipal governments as a direct result of operations under this lease. Revenue earned from citations issued by Tenant is excluded from Gross Income. Refunds for goods returned and deposits shall be deducted from current Gross Income upon return. Bad debt losses shall not be deducted from Gross Income. As used in this section, the term "Tenant" shall include Tenant, its agents, subtenants, concessionaires, and licensees, and any person acting under contract with Tenant.

(b) On or before the twentieth (20th) day after the end of the quarter, Tenant shall deliver to Landlord a correct statement of all applicable Gross Income for the previous Accounting Year. The statement shall be signed by Tenant or its responsible agent under penalty of perjury, and shall be in the form prescribed by Landlord.

(i) Each statement shall indicate the total Gross Income for said portion of the Accounting Year, including:

(1) A breakdown of the Gross Income received of each business conducted on the leased premises;
(2) The related itemized amounts of percentage rental computed as provided in subparagraph (a)(ii) and the total thereof;
(3) The total percentage rental previously paid by Tenant for the Accounting Year; and
(4) The percentage rental due.

(ii) Tenant's obligation to account to Landlord for percentage rent derived from the activity or occupancy of any subtenant of all or a portion of leased premises shall commence with the earliest of the following dates (whether or not Landlord has approved the sublease and whether a percentage rent has been established by Landlord). The earliest of the following dates shall also be deemed the "due date" for purposes of Article 15.1 of this lease:

(1) The date the sublease commences,
(2) The date the subtenant physically occupies the leased premises, or
(3) The date of the subtenant's earliest activity on the leased premises (i.e., sale of goods, solicitation of business, construction or alteration by subtenant, etc.).

(c) Tenant shall, at all times during the term of this Lease, keep or cause to be kept, true and complete books, records, and accounts of all financial transactions in the operation of all its business activities, of whatever nature, conducted pursuant to the rights granted by this Lease. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

Landlord reserves the right to inspect and preapprove Tenant's method of keeping books, records and accounts of financial transactions in the operation of all business activities conducted in connection with this Lease. Tenant shall keep these books, records and accounts in the manner and in accordance with the standards prescribed by Landlord.

All retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

In any event of admission charges or personal property rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

Within ninety (90) days after the end of each Accounting Year, Tenant shall at its own expense submit to Landlord a balance sheet and income statement prepared or audited by a Certified Public Accountant, reflecting business transacted on or from the leased premises during the preceding Accounting Year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time Tenant shall submit to Landlord a statement certified as to accuracy by a Certified Public Accountant classifying the Gross Income for the Accounting Year according to the categories of business established for percentage rental and for any other business conducted on or from the leased premises.

All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the leased premises shall be kept and made available at one location within the limits of the County of Sacramento. Landlord shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at any and all reasonable times for the purpose of determining the accuracy thereof, and of the annual statements of sales and monies received. The cost of said audit shall be borne by Landlord unless the audit reveals an underpayment of more than two percent (2%) between the rent due as reported by Tenant in accordance with this lease and the rent due as determined by said audit. In the event of a greater underpayment, the full cost of the audit, as determined by Landlord, shall be paid by Tenant.

Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to comply fully with any and every requirement of the State of California or the United States of America for information or reports relating to this lease and to Tenant's use of the leased premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

(d) Parking fees and rates for the parking facilities under this lease shall be set with the objective of generating the maximum revenues possible without causing adverse impact on the parking demand for said parking facility.

4.3 Reevaluation of Minimum Monthly Rent

This section intentionally deleted

4.4 Reevaluation on Change in Use

Landlord expressly reserves the right to establish a new minimum monthly rent in the manner provided in Article 4 as a condition to Landlord's approval of any use of the leased premises not specifically permitted by Section 5.1 and as a condition to any amendment to or changes in the uses permitted by that section. If such a reevaluation is made, the provisions of Article 4 shall be followed except that in determining the fair market lease rate the appraisers shall also be instructed to consider the new uses to which the premises may be put as a result of Landlord's approval of those additional uses. If such a reevaluation is made, the time for all subsequent scheduled reevaluations under Article 4 shall be extended by the period elapsed between the most recent previous reevaluation and the reevaluation made under this section.

4.5 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

This section intentionally deleted

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of public parking and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration. Any changes that may affect parking, drainage facilities, and existing permanent structures within the lease area, at any time, must be approved through Caltrans Encroachment Permits. Property may be used for a weekly farmer's market.

Possession schedule shall be as follows:

Sunday	Full property 24 hours
Monday	Full Property 12 hours; 6PM-6AM *
Tuesday	Full Property 12 hours; 6PM-6AM *
Wednesday	Full Property 12 hours; 6PM-6AM *
Thursday	Full Property 12 hours; 6PM-6AM *
Friday	Full Property 12 hours; 6PM-6AM *
Saturday	Full Property 24 hours

*During the hours of 6AM-6PM, 70,907 sq ft is retained by the Landlord for direct leasing to Department of General Services. Area noted on attached map marked as parcel 03-SAC0027, noted in Exhibit A.

Excepting vehicles for persons working at the parking facilities, and maintenance vehicles operated by persons working on maintenance at the parking facilities, the leased property shall be used exclusive for the parking of motor vehicles, the owners or operators of which pay Tenant for the use of the parking facilities. Tenant will make all reasonable efforts to maximize revenue earned from its operation of the public parking. Tenant agrees to conform to the above-described use. Any change in the use must be mutually agreed to by the Landlord and the Tenant.

5.2 Condition of Premises

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing conditions "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including) investigation of the surface, subsurface, and groundwater for contamination and hazardous materials) and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample, and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease Tenant represents to Landlord that, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises and (5) with respect to any hazardous material which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous material at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals, and authorizations. The phrase "hazardous material," as used herein, has the same meaning as that phrase has in Section 5.6 of this Lease.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, this Lease may be terminated immediately by Landlord and be of no further force or effect. It is the intent of the parties hereto that Tenant shall be responsible for an bear the entire cost of removal and disposal of hazardous materials introduced to the Premises during Tenant's period of use and possession as owner, operator or Tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the Premises during Tenant" period of use and possession of the Premises.

5.7 Signs

In total, no more than two (2) advertising signs, of a size not greater than thirty (30) square feet of surface area, may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including governmental approval and payment of any fees. Further signs may be required by Encroachment Permits related to parallel parking requirements on the highway.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain, or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises, excepting those outlined in Article 5.1

5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the tenant's leasehold area and will be responsible for all applicable permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and

non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at www.swrcb.ca.gov under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on Premises is strictly prohibited.

Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: Parking (Exhibit B). Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at www.dot.ca.gov/hq/row/rwstormwater and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at www.dot.ca.gov/hq/construc/stormwater/manuals.htm. In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at http:/www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtm. Other SIC codes may be found at www.osha.gov/pls/imis/sicsearch.html.

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 6. IMPROVEMENTS

No improvements of any kind shall be placed in, on, or, upon the Premises, and not alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord through an encroachment permit.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises pursuant to Article 6 shall, at the expiration or termination of this Lease, vest in Landlord, except upon purchase of the leased area by the tenant. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers, and columns, caused by Tenant, subtenants, invitees or other third parties. At Tenant's request, Landlord will repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within ten (10) days after Landlord sends written notice to repair, Tenant fail to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This Lease is made upon the express condition that Landlord is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes resulting from the operation or use of the Premises by Tenant, its agents, customers, or business invitees. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liability, loss, cost, and obligation on account of any such injuries or losses.

10.2 Comprehensive General Liability Insurance

Tenant shall at its own cost and expense procure and keep in force during the term of this Lease comprehensive bodily injury liability and property damage liability insurance adequate to

protect Landlord, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises, including any and all liability of Landlord for damage to vehicles parked on the Premises. Such insurance shall be in an amount of not less than $5,000,000.00 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of Tenant. All insurance required hereunder shall be with companies to be approved by Landlord. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Said policies shall name the State as an additional insured and shall insure against the contingent liabilities, if any, of Landlord and the officers, agents, and employees of Landlord and shall obligate the insurance carriers to notify Landlord, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. Tenant shall furnish to Landlord a Certificate of Insurance acceptable to Landlord within not more than ten (10) days after execution thereof. Landlord shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required. Landlord shall notify Tenant in writing of changes in the insurance requirements; and if Tenant does not deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at Landlord's option, without further notice to Tenant, and be of no further force and effect.

Landlord acknowledges that Tenant may be self-insured. Tenant may elect to provide the insurance required by this Article in the form of self-insurance. If Tenant elects to exercise this option, Tenant shall so notify Landlord in writing and provide Landlord with a written statement explaining how it will provide Landlord with protection equivalent to that provided by the insurance policies required by this section, together with written evidence of the adequacy of this protection. Tenant's exercise of this option is subject to Landlord's approval. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.]

10.3 Business Automobile Liability Insurance

Intentionally deleted

10.4 Garage Keeper's Legal Liability Insurance

Intentionally deleted

10.5 Workers' Compensation Insurance

Intentionally deleted

10.6 Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord and be of no further force or

effect. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.7 Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

ARTICLE 11. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its

appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of the highway which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the state highway system. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the state highway system without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with the restrictions as stated therein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the Premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover compensation from Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Govemment Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises.

12.3 Future Transportation Project

Tenant specifically acknowledges Landlord may cancel this lease upon 90 days notice for the construction of an "Approved or Funded Transportation Project" or an emergency highway repair. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance. Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

12.4 Retrofitting of Freeway Structures

Tenant acknowledges Landlord may be required to perform retrofit work on all or a part of the freeway structures which are situated on and above the premises. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the premises and to construct improvements thereon as Landlord deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the premises, or needs to place restrictions on Tenant's use of the premises, Landlord shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of the premises and comply with the restrictions as stated therein. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance.

Tenant shall conduct its operations on the premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any structural retrofit work done on or above the premises. Tenant acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant expressly agrees to hold Landlord harmless from all such damage to its improvements, except that at the conclusion of the retrofit work, Landlord shall, at no cost to Tenant, restore the premises to their preexisting condition to the extent reasonably possible consistent with the retrofitting project.

If a portion of the premises is rendered unusable due to such work, Landlord and Tenant shall negotiate in good faith to determine an appropriate rental adjustment during such period. If the parties cannot agree, the matter shall be submitted to binding arbitration, with the arbitrator chosen by the Presiding Judge of the Superior Court in which the property is located if the parties cannot mutually agree on an arbitrator.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with thirty (30) days prior notice in writing, or by Landlord upon providing Tenant with thirty (30) days prior notice in writing. Notices of

termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant.

b) The abandonment or vacation of the Premises by Tenant. Failure to occupy and operate the Premises for thirty (30) consecutive days following the mailing of written notice from Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment or vacation.

c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease.

e) The failure by Tenant to comply with the requirements of the Lease as set forth in Section 5.4 of this Lease.

f) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Section 5.6 of this Lease.

g) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease.

h) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease.

i) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after

written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any fight of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus
c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus
d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus
e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Late Charges

This section is intentionally deleted per Right of Way Manual 11.08.07.00.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises without prior written consent.

16.2 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

This section intentionally deleted per Right of Way Manual 15.05.05.02.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation

thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. Landlord further reserves the right to review the rental rates of all holdover tenants periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this

Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA
DEPT OF TRANSPORTATION

Recommended for approval by: _____

BRUCE C. WILSON
Senior Right of Way Agent
Real Property Services Branch
North Region

By: _____

JOHN BALLANTYNE
Chief
North Region Right of Way

TENANT: CITY OF SACRAMENTO

By: _____

JERRY WAY,
Director of Public Works
For John F. Shirey, City Manager

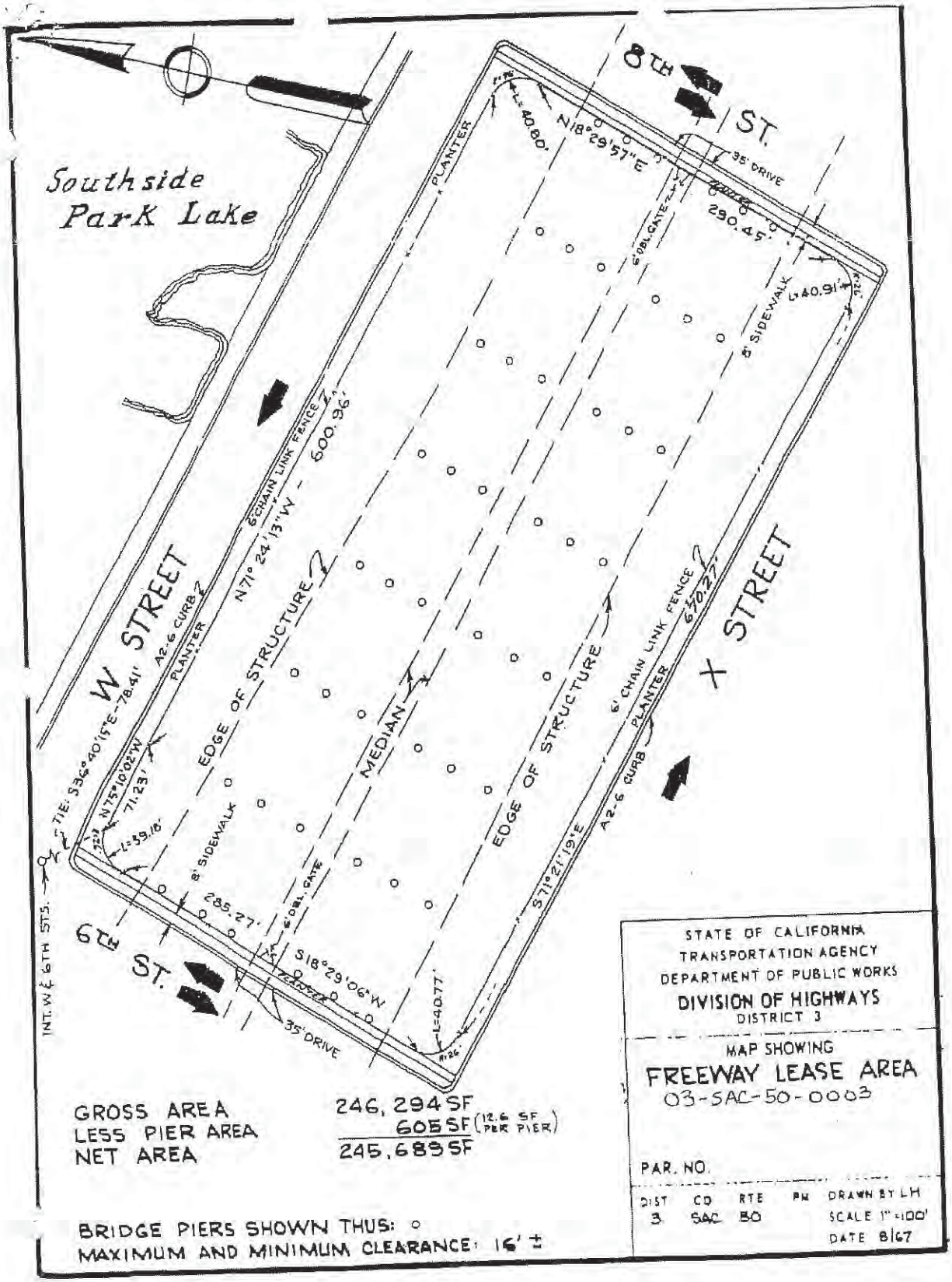
APPROVED AS TO FORM

By: _____
City Attorney

ATTEST

By: _____
City Clerk

Exhibit A- MAPS AND LEGAL DESCRIPTION



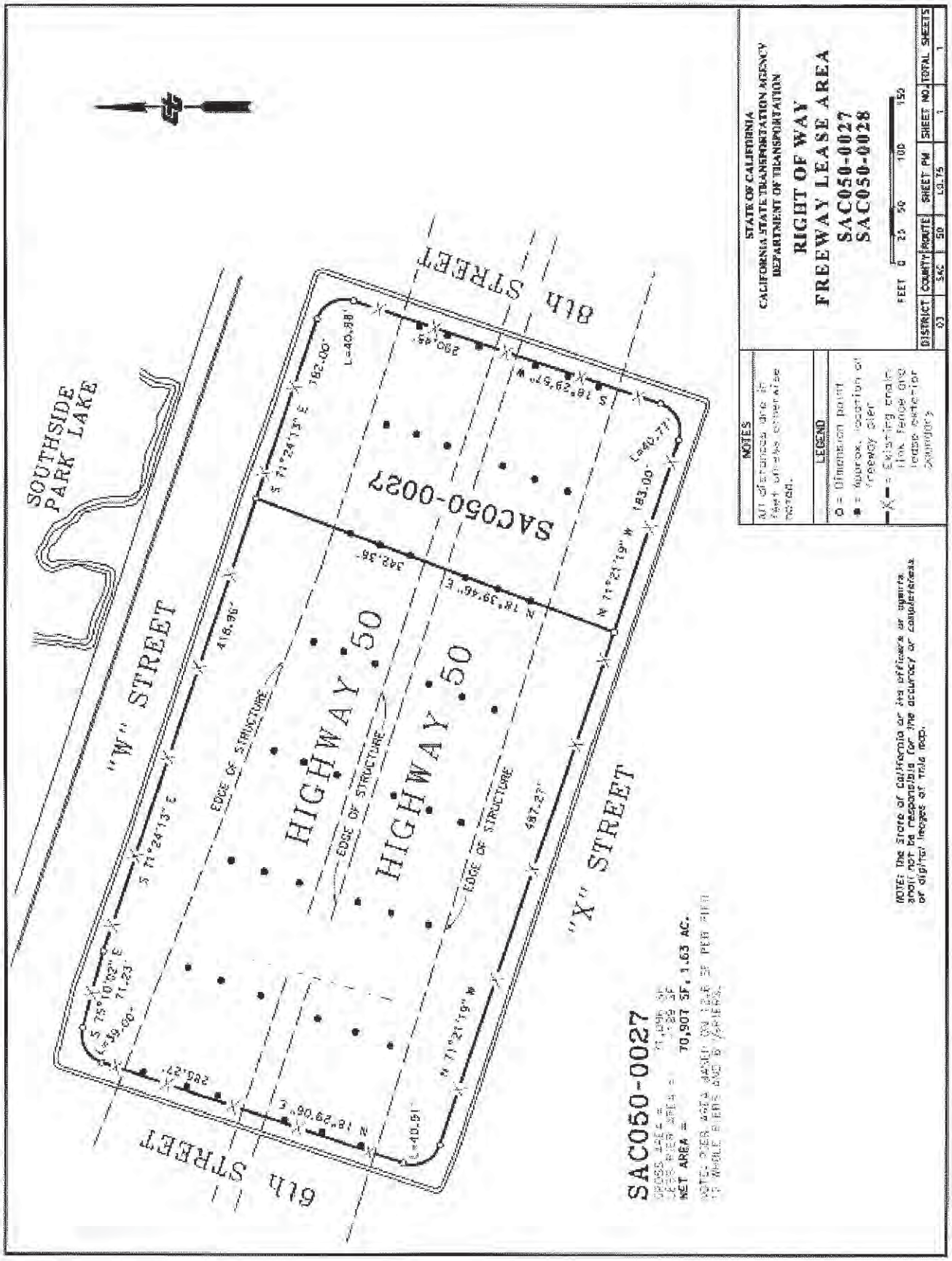

SOUTHSIDE PARK LAKE
"W" STREET
6th STREET
HIGHWAY 50
HIGHWAY 50
EDGE OF STRUCTURE
EDGE OF STRUCTURE
EDGE OF STRUCTURE
"X" STREET
6th STREET
SAC050-0027
SAC050-0027
NET AREA = 70,907 SF, 1.63 AC.
NOTES
All distances are in feet unless otherwise noted.
LEGEND
o = Dimension point
• = Approx. location of freeway pier
X = Existing chain link fence and lease exterior boundary
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
FREEWAY LEASE AREA
SAC050-0027
SAC050-0028
FEET 0 25 50 100 150
DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS
03 SAC 50 L0.75 1 1

Exhibit B- STORMWATER

Stormwater Pollution Prevention

Parking Lots

Leaking Vehicles

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Trash

- Post "No Littering" signs and enforce anti-litter laws.
- Provide trash receptacles in parking lots to discourage litter. Clean out and cover trash receptacles frequently to prevent spillage. Regularly inspect, repair, and/or replace trash receptacles.
- Routinely sweep, shovel and dispose of litter in the trash. Remove litter and debris from drainage grates, trash racks and ditch lines to reduce discharge to the storm water drainage systems and watercourses.
- Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.

(Lease Area No. 03-SAC050-008-07)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PARKING AND OPEN STORAGE AGREEMENT

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ARTICLE 1. SUMMARY OF RENTAL AGREEMENT PROVISIONS

Landlord: California Department of Transportation (Caltrans)

Tenant: City of Sacramento

Premises: Located 20th to 21st Streets at W&X Streets, County of Sacramento, State of California, commonly known as SAC050-0008, and more particularly described in Article 2.

Lease Term: 10 years, commencing on December 1, 2015 and expiring on November 30, 2025.

Rent: 50% of gross income (Article 4)

Security Deposit: $0 (Article 18)

Use: Parking Only (Article 5)

Comprehensive General Liability Insurance: $5,000,000. (Article 10)

Address for Notices: (Article 19)

Landlord:
Department of Transportation
Right of Way, Airspace
703 B Street
Marysville, CA 95901
(530) 741-4226

Tenant:
City of Sacramento
Department of Public Works, Parking Services Division
300 Richards Boulevard, Suite 213
Sacramento, CA 95811
(916) 808-5110

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

(Lease Area No. 03-SAC050-0008-07)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PARKING AND OPEN STORAGE RENTAL AGREEMENT

THIS LEASE, dated _____ ___, 2015, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City of Sacramento, hereinafter called "Tenant."

WITNESSETH

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Airspace Lease Area No. 03-SAC050-0008, situated inside the City of Sacramento at Caltrans Post Mile 1.78, County of Sacramento, said land or interest herein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ARTICLE 3. TERM

The term of this Lease shall be ten (10) years, commencing on December 1, 2015 and expiring on November 30, 2025.

ARTICLE 4. RENT

4.1 Monthly Rent

Tenant shall pay to Landlord as a minimum monthly rent, without deduction, offset, prior notice, or demand, the sum of 50% of gross income, paid quarterly (Jan, Apr, Jul, Oct), in arrears. Payments are due within 45 days of end of quarter. Checks shall include reference number **03-SAC005-0008-07** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

By Mail:
Department of Transportation
Attention: Cashier
P.O. Box 168019
Sacramento, CA 95816-8019

In Person:
Department of Transportation
1820 Alhambra Boulevard, 2nd Floor Sacramento, CA.
(800) 404-7787

4.2 Definitions and Provisions

(a) As used in this section, the following terms shall have the following meanings:

i. "Accounting Year" shall mean the twelve-month period beginning on the first day of July and extends to June 30th of the following calendar year.

ii. "Gross Income" shall include all of the following:

(1) The sale price of all applicable income, including: parking income, goods, wares, merchandise, and products sold on or from the leased premises by Tenant, whether for cash or credit and whether payment is actually made or not:.

(2) If applicable, the charges made by Tenant for the sale or rendition on or from the leased premises or services of any nature or kind whatsoever, whether for cash or credit and whether payment is actually made or not;.

(3) If applicable, all admission, entry, and other fees of any nature or kind charged by Tenant including but not limited to deposits accepted by Tenant;.

(4) If applicable, all sums deposited in any coin-operated vending machine or other device maintained on the leased premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Tenant or others, and regardless of what percentage thereof Tenant is entitled to receive;

(5) All other income received by Tenant as a result of its leasehold interest in the premises.

Gross Income shall exclude all sales and excise taxes payable by Tenant to federal, state, county, or municipal governments as a direct result of operations under this lease. Revenue earned from citations issued by Tenant is excluded from Gross Income. Refunds for goods returned and deposits shall be deducted from current Gross Income upon return. Bad debt losses shall not be deducted from Gross Income. As used in this section, the term "Tenant" shall include Tenant, its agents, subtenants, concessionaires, and licensees, and any person acting under contract with Tenant.

(b) On or before the twentieth (20th) day after the end of the quarter, Tenant shall deliver to Landlord a correct statement of all applicable Gross Income for the previous Accounting Year. The statement shall be signed by Tenant or its responsible agent under penalty of perjury, and shall be in the form prescribed by Landlord.

(i) Each statement shall indicate the total Gross Income for said portion of the Accounting Year, including:

(1) A breakdown of the Gross Income received of each business conducted on the leased premises;

(2) The related itemized amounts of percentage rental computed as provided in subparagraph (a)(ii) and the total thereof;

(3) The total percentage rental previously paid by Tenant for the Accounting Year; and

(4) The percentage rental due.

(ii) If applicable, Tenant's obligation to account to Landlord for percentage rent derived from the activity or occupancy of any subtenant of all or a portion of leased premises shall commence with the earliest of the following dates (whether or not Landlord has approved the sublease and whether a percentage rent has been established by Landlord). The earliest of the following dates shall also be deemed the "due date" for purposes of Article 15.1 of this lease:

(1) The date the sublease commences,

(2) The date the subtenant physically occupies the leased premises, or

(3) The date of the subtenant's earliest activity on the leased premises (i.e., sale of goods, solicitation of business, construction or alteration by subtenant, etc.).

(c) Tenant shall, at all times during the term of this Lease, keep or cause to be kept, true and complete books, records, and accounts of all financial transactions in the operation of all its business activities, of whatever nature, conducted pursuant to the rights granted by this Lease. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

Landlord reserves the right to inspect and preapprove Tenant's method of keeping books, records and accounts of financial transactions in the operation of all business activities conducted in connection with this Lease. Tenant shall keep these books, records and accounts in the manner and in accordance with the standards prescribed by Landlord.

If applicable, all retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

In any event of admission charges or personal property rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

Within ninety (90) days after the end of each Accounting Year, Tenant shall at its own expense submit to Landlord a balance sheet and income statement prepared or audited by a Certified Public Accountant, reflecting business transacted on or from the leased premises during the preceding Accounting Year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time Tenant shall submit to Landlord a statement certified as to accuracy by a Certified Public Accountant classifying the Gross Income for the Accounting Year according to the categories of business established for percentage rental and for any other business conducted on or from the leased premises.

All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the leased premises shall be kept and made available at one location within the limits of the County of Sacramento. Landlord shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at any and all reasonable times for the purpose of determining the accuracy thereof, and of the annual statements of sales and monies received. The cost of said audit shall be borne by Landlord unless the audit reveals an underpayment of more than two percent (2%) between the rent due as reported by Tenant in accordance with this lease and the rent due as determined by said audit. In the event of a greater underpayment, the full cost of the audit, as determined by Landlord, shall be paid by Tenant.

Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to comply fully with any and every requirement of the State of California or the United States of America for information or reports relating to this lease and to Tenant's use of the leased premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

(d) Parking fees and rates for the parking facilities under this lease shall be set with the objective of generating the maximum revenues possible without causing adverse impact on the parking demand for said parking facility.

4.3 Reevaluation of Minimum Monthly Rent

This section intentionally deleted

4.4 Reevaluation on Change in Use

Landlord expressly reserves the right to establish a new minimum monthly rent in the manner provided in Article 4 as a condition to Landlord's approval of any use of the leased premises not specifically permitted by Section 5.1 and as a condition to any amendment to or changes in the uses permitted by that section. If such a reevaluation is made, the provisions of Article 4 shall be followed except that in determining the fair market lease rate the appraisers shall also be instructed to consider the new uses to which the premises may be put as a result of Landlord's approval of those additional uses. If such a reevaluation is made, the time for all subsequent scheduled reevaluations under Article 4 shall be extended by the period elapsed between the most recent previous reevaluation and the reevaluation made under this section.

4.5 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

This section intentionally deleted

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of public parking and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration. Any changes that may affect parking, drainage facilities, and existing permanent structures within the lease area, at any time, must be approved through Caltrans Encroachment Permits. Tenant does have permission to sublet the property for a once monthly Sacramento Antiques Faire.

Excepting vehicles for persons working at the parking facilities, and maintenance vehicles operated by persons working on maintenance at the parking facilities, the leased property shall be used exclusive for the parking of motor vehicles, the owners or operators of which pay Tenant for the use of the parking facilities. Tenant will make all reasonable efforts to maximize revenue earned from its operation of the public parking. Tenant agrees to conform to the above-described use. Any change in the use must be mutually agreed to by the Landlord and the Tenant.

5.2 Condition of Premises

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing conditions "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including) investigation of the surface, subsurface, and groundwater for contamination and hazardous materials) and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might

reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample, and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease Tenant represents to Landlord that, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises and (5) with respect to any hazardous material which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous material at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals, and authorizations. The phrase "hazardous material," as used herein, has the same meaning as that phrase has in Section 5.6 of this Lease.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, this Lease may be terminated immediately by Landlord and be of no further force or effect. It is the intent of the parties hereto that Tenant shall be responsible for an bear the entire cost of removal and disposal of hazardous materials introduced to the Premises during Tenant's period of use and possession as owner, operator or Tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the Premises during Tenant" period of use and possession of the Premises.

5.7 Signs

In total, no more than two (2) advertising signs, of a size not greater than thirty (30) square feet of surface area, may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including

governmental approval and payment of any fees. Further signs may be required by Encroachment Permits related to parallel parking requirements on the highway.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain, or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises, excepting those outlined in Article 5.1.

5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the tenant's leasehold area and will be responsible for all applicable permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at www.swrcb.ca.gov under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on Premises is strictly prohibited.

Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: Parking (Exhibit B). Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at www.dot.ca.gov/hq/row/rwstormwater and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at www.dot.ca.gov/hq/construc/stormwater/manuals.htm. In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at http:/www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtm. Other SIC codes may be found at www.osha.gov/pls/imis/sicsearch.html.

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 6. IMPROVEMENTS

No improvements of any kind shall be placed in, on, or, upon the Premises, and not alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord through an encroachment permit. Existing Improvements include: landscaping (trees, bushes), and asphalt driveway/parking lot within the lease area.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises pursuant to Article 6 shall, at the expiration or termination of this Lease, vest in Landlord, except upon purchase of the leased area by the tenant. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant,

any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers, and columns, caused by Tenant, subtenants, invitees or other third parties. At Tenant's request, Landlord will repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within ten (10) days after Landlord sends written notice to repair, Tenant fail to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of

completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This Lease is made upon the express condition that Landlord is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes resulting from the operation or use of the Premises by Tenant, its agents, customers, or business invitees. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liability, loss, cost, and obligation on account of any such injuries or losses.

10.2 Comprehensive General Liability Insurance

Tenant shall at its own cost and expense procure and keep in force during the term of this Lease comprehensive bodily injury liability and property damage liability insurance adequate to protect Landlord, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises, including any and all liability of Landlord for damage to vehicles parked on the Premises. Such insurance shall be in an amount of not less than $5,000,000.00 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of Tenant. All insurance required hereunder shall be with companies to be approved by Landlord. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Said policies shall name the State as an additional insured and shall insure against the contingent liabilities, if any, of Landlord and the officers, agents, and employees of Landlord and shall obligate the insurance carriers to notify Landlord, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. Tenant shall furnish to Landlord a Certificate of Insurance acceptable to Landlord within not more than ten (10) days after execution thereof. Landlord shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required. Landlord shall notify Tenant in writing of changes in the insurance requirements; and if Tenant does not deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at Landlord's option, without further notice to Tenant, and be of no further force and effect.

Landlord acknowledges that Tenant may be self-insured. Tenant may elect to provide the insurance required by this Article in the form of self-insurance. If Tenant elects to exercise this option, Tenant shall so notify Landlord in writing and provide Landlord with a written statement

explaining how it will provide Landlord with protection equivalent to that provided by the insurance policies required by this section, together with written evidence of the adequacy of this protection. Tenant's exercise of this option is subject to Landlord's approval. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.]

10.3 Business Automobile Liability Insurance
Intentionally deleted

10.4 Garage Keeper's Legal Liability Insurance
Intentionally deleted

10.5 Workers' Compensation Insurance
Intentionally deleted

10.6 Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord and be of no further force or effect. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.7 Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

ARTICLE 11. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this

Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of the highway which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the state highway system. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the state highway system without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with

the restrictions as stated therein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the Premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover compensation from Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises.

12.3 Future Transportation Project

Tenant specifically acknowledges Landlord may cancel this lease upon 90 days notice for the construction of an "Approved or Funded Transportation Project" or an emergency highway repair. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance. Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

12.4 Retrofitting of Freeway Structures

Tenant acknowledges Landlord may be required to perform retrofit work on all or a part of the freeway structures which are situated on and above the premises. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the premises and to construct improvements thereon as Landlord deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the premises, or needs to place restrictions on Tenant's use of the premises, Landlord shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of the premises and comply with the restrictions as stated therein. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance.

Tenant shall conduct its operations on the premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any structural retrofit work done on or above the premises. Tenant acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant

expressly agrees to hold Landlord harmless from all such damage to its improvements, except that at the conclusion of the retrofit work, Landlord shall, at no cost to Tenant, restore the premises to their preexisting condition to the extent reasonably possible consistent with the retrofitting project.

If a portion of the premises is rendered unusable due to such work, Landlord and Tenant shall negotiate in good faith to determine an appropriate rental adjustment during such period. If the parties cannot agree, the matter shall be submitted to binding arbitration, with the arbitrator chosen by the Presiding Judge of the Superior Court in which the property is located if the parties cannot mutually agree on an arbitrator.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with thirty (30) days prior notice in writing, or by Landlord upon providing Tenant with thirty (30) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant.
b) The abandonment or vacation of the Premises by Tenant. Failure to occupy and operate the Premises for thirty (30) consecutive days following the mailing of written notice from

Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment or vacation.

c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.
d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease.
e) The failure by Tenant to comply with the requirements of the Lease as set forth in Section 5.4 of this Lease.
f) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Section 5.6 of this Lease.
g) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease.
h) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease.
i) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any fight of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus
c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus
d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus
e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as

may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Late Charges

This section is intentionally deleted per Right of Way Manual 11.08.07.00.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises without prior written consent.

16.2 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

This section intentionally deleted per Right of Way Manual 15.05.05.02.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other

monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms,

covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. Landlord further reserves the right to review the rental rates of all holdover tenants periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA
DEPT OF TRANSPORTATION

Recommended
By: _____
BRUCE C. WILSON
Senior Right of Way Agent
Real Property Services Branch
North Region

_____
JOHN BALLANTYNE
Chief
North Region Right of Way

TENANT: CITY OF SACRAMENTO

By: _____
JERRY WAY
Director of Public Works
For JOHN F. SHIREY, City Manager

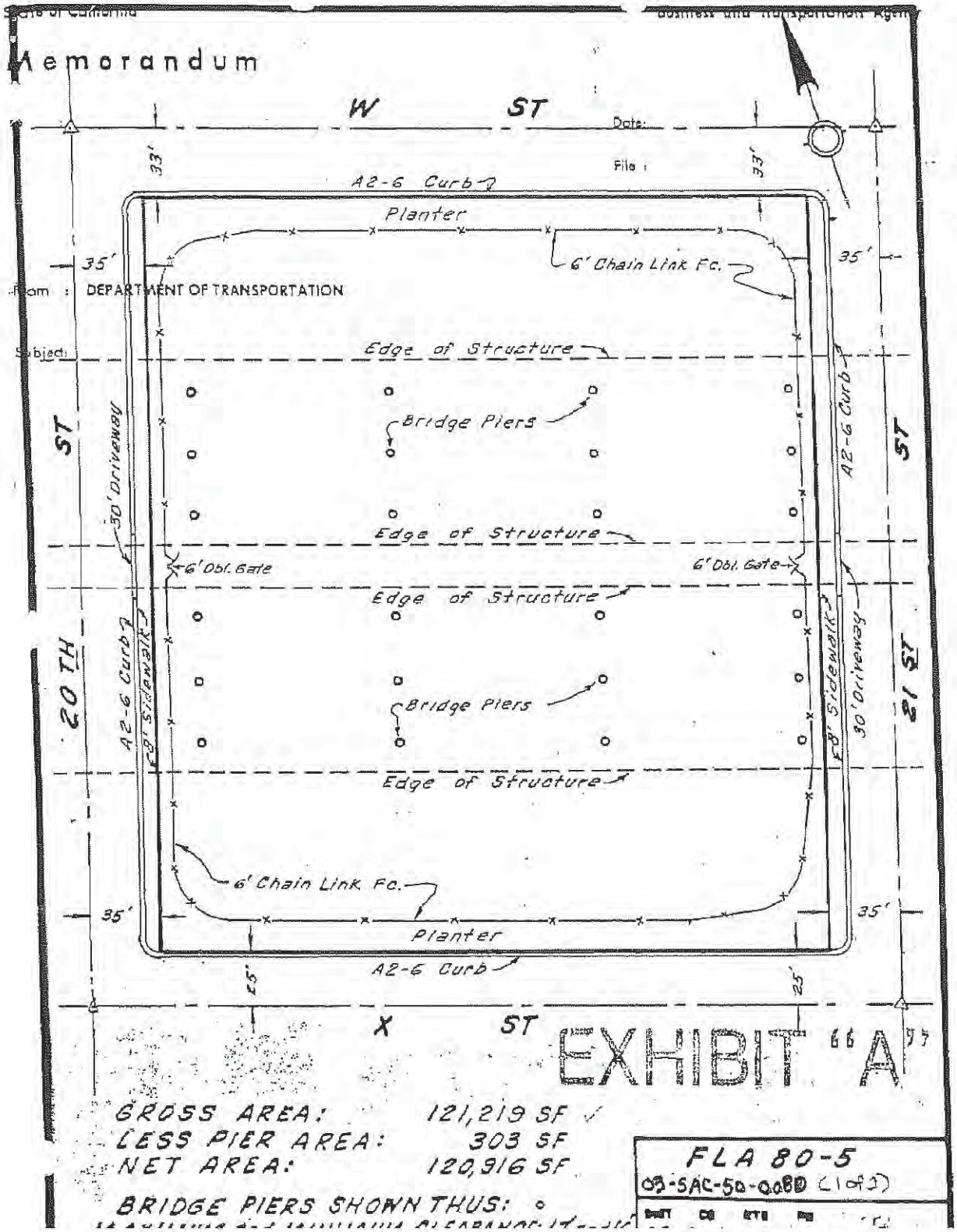
APPROVED AS TO FORM

By: _____
City Attorney

ATTEST

By: _____
City Clerk

Exhibit A- MAPS AND LEGAL DESCRIPTION



Stormwater Pollution Prevention

Parking Lots

Leaking Vehicles

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Trash

- Post "No Littering" signs and enforce anti-litter laws.
- Provide trash receptacles in parking lots to discourage litter. Clean out and cover trash receptacles frequently to prevent spillage. Regularly inspect, repair, and/or replace trash receptacles.
- Routinely sweep, shovel and dispose of litter in the trash. Remove litter and debris from drainage grates, trash racks and ditch lines to reduce discharge to the storm water drainage systems and watercourses.
- Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.

(Lease Area No. 03-SAC050-0009-02)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PARKING AND OPEN STORAGE AGREEMENT

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ARTICLE 1. SUMMARY OF RENTAL AGREEMENT PROVISIONS

Landlord:	California Department of Transportation (Caltrans)
Tenant:	City of Sacramento
Premises:	Located 21st and 22nd Streets at W&X Streets, County of Sacramento, State of California, commonly known as SAC050-0009, and more particularly described in Article 2.
Lease Term:	10 years commencing on December 1, 2015 and expiring on November 30, 2025.
Rent:	50% of gross income (Article 4)
Security Deposit:	$0 (Article 18)
Use:	Parking Only (Article 5)

Comprehensive General Liability Insurance: $5,000,000. (Article 10)

Address for Notices: (Article 19)

Landlord:
Department of Transportation
Right of Way, Airspace
703 B Street
Marysville, CA 95901
(530) 741-4226

Tenant:
City of Sacramento
Department of Public Works, Parking Services Division
300 Richards Boulevard, Suite 213
Sacramento, CA 95811
(916) 808-5110

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

(Lease Area No. 03-SAC050-0009-02)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PARKING AND OPEN STORAGE RENTAL AGREEMENT

THIS LEASE, dated _____ ___, 2015, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City of Sacramento, hereinafter called "Tenant."

W I T N E S S E T H

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Airspace Lease Area No. 03-SAC050-0009, situated inside the City of Sacramento at Caltrans Post Mile 1.78, County of Sacramento, said land or interest herein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ARTICLE 3. TERM

The term of this Lease shall be ten (10) years, commencing on December 1, 2015 and expiring on November 30, 2025.

ARTICLE 4. RENT

4.1 Monthly Rent

Tenant shall pay to Landlord as a minimum monthly rent, without deduction, offset, prior notice, or demand, the sum of 50% of gross income, paid quarterly (Jan, Apr, Jul, Oct), in arrears. Payments are due within 45 days of end of quarter. Checks shall include reference number **03-SAC005-0009-02** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

By Mail:
Department of Transportation
Attention: Cashier
P.O. Box 168019
Sacramento, CA 95816-8019

In Person:
Department of Transportation
1820 Alhambra Boulevard, 2nd Floor Sacramento, CA.
(800) 404-7787

4.2 Definitions and Provisions

(a) As used in this section, the following terms shall have the following meanings:

i. "Accounting Year" shall mean the twelve-month period beginning on the first day of July and extends to June 30th of the following calendar year.

ii. "Gross Income" shall include all of the following:

(1) The sale price of all applicable income, including: parking income, goods, wares, merchandise, and products sold on or from the leased premises by Tenant, whether for cash or credit and whether payment is actually made or not:.

(2) If applicable, the charges made by Tenant for the sale or rendition on or from the leased premises or services of any nature or kiud whatsoever, whether for cash or credit and whether payment is actually made or not;.

(3) If applicable, all admission, entry, and other fees of any nature or kind charged by Tenant including but not limited to deposits accepted by Tenant;.

(4) If applicable, all sums deposited in any coin-operated vending machine or other device maintained on the leased premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Tenant or others, and regardless of what percentage thereof Tenant is entitled to receive;

(5) All other income received by Tenant as a result of its leasehold interest in the premises.

Gross Income shall exclude all sales and excise taxes payable by Tenant to federal, state, county, or municipal governments as a direct result of operations under this lease. Revenue earned from citations issued by Tenant is excluded from Gross Income. Refunds for goods returned and deposits shall be deducted from current Gross Income upon return. Bad debt losses shall not be deducted from Gross Income. As used in this section, the term "Tenant" shall include Tenant, its agents, subtenants, concessionaires, and licensees, and any person acting under contract with Tenant.

(b) On or before the twentieth (20th) day after each quarter, Tenant shall deliver to Landlord a correct statement of all applicable Gross Income for the previous Accounting Year. The statement shall be signed by Tenant or its responsible agent under penalty of perjury, and shall be in the form prescribed by Landlord.

(i) Each statement shall indicate the total Gross Income for said portion of the Accounting Year, including:

(1) A breakdown of the Gross Income received of each business conducted on the leased premises;

(2) The related itemized amounts of percentage rental computed as provided in subparagraph (a)(ii) and the total thereof;

(3) The total percentage rental previously paid by Tenant for the Accounting Year; and

(4) The percentage rental due.

(ii) If applicable, Tenant's obligation to account to Landlord for percentage rent derived from the activity or occupancy of any subtenant of all or a portion of leased premises shall commence with the earliest of the following dates (whether or not Landlord has approved the sublease and whether a percentage rent has been established by Landlord). The earliest of the following dates shall also be deemed the "due date" for purposes of Article 15.1of this lease:

(1) The date the sublease commences,

(2) The date the subtenant physically occupies the leased premises, or

(3) The date of the subtenant's earliest activity on the leased premises (i.e., sale of goods, solicitation of business, construction or alteration by subtenant, etc.).

(c) Tenant shall, at all times during the term of this Lease, keep or cause to be kept, true and complete books, records, and accounts of all financial transactions in the operation of all its business activities, of whatever nature, conducted pursuant to the rights granted by this Lease. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

Landlord reserves the right to inspect and preapprove Tenant's method of keeping books, records and accounts of financial transactions in the operation of all business activities conducted in connection with this Lease. Tenant shall keep these books, records and accounts in the manner and in accordance with the standards prescribed by Landlord.

If applicable, all retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

In any event of admission charges or personal property rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

Within ninety (90) days after the end of each Accounting Year, Tenant shall at its own expense submit to Landlord a balance sheet and income statement prepared or audited by a Certified Public Accountant, reflecting business transacted on or from the leased premises during the preceding Accounting Year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time Tenant shall submit to Landlord a statement certified as to accuracy by a Certified Public Accountant classifying the Gross Income for the Accounting Year according to the categories of business established for percentage rental and for any other business conducted on or from the leased premises.

All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the leased premises shall be kept and made available at one location within the limits of the County of Sacramento. Landlord shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at any and all reasonable times for the purpose of determining the accuracy thereof, and of the annual statements of sales and monies received. The cost of said audit shall be borne by Landlord unless the audit reveals an underpayment of more than two percent (2%) between the rent due as reported by Tenant in accordance with this lease and the rent due as determined by said audit. In the event of a greater underpayment, the full cost of the audit, as determined by Landlord, shall be paid by Tenant.

Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to comply fully with any and every requirement of the State of California or the United States of America for information or reports relating to this lease and to Tenant's use of the leased premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

(d) Parking fees and rates for the parking facilities under this lease shall be set with the objective of generating the maximum revenues possible without causing adverse impact on the parking demand for said parking facility.

4.3 Reevaluation of Minimum Monthly Rent

This section intentionally deleted

4.4 Reevaluation on Change in Use

Landlord expressly reserves the right to establish a new minimum monthly rent in the manner provided in Article 4 as a condition to Landlord's approval of any use of the leased premises not specifically permitted by Section 5.1 and as a condition to any amendment to or changes in the uses permitted by that section. If such a reevaluation is made, the provisions of Article 4 shall be followed except that in determining the fair market lease rate the appraisers shall also be instructed to consider the new uses to which the premises may be put as a result of Landlord's approval of those additional uses. If such a reevaluation is made, the time for all subsequent scheduled reevaluations under Article 4 shall be extended by the period elapsed between the most recent previous reevaluation and the reevaluation made under this section.

4.5 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

This section intentionally deleted.

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of public parking and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration. Any changes that may affect parking, drainage facilities, and existing permanent structures within the lease area, at any time, must be approved through Caltrans Encroachment Permits. Tenant does have permission to sublet the property for a once monthly Sacramento Antiques Faire.

Excepting vehicles for persons working at the parking facilities, and maintenance vehicles operated by persons working on maintenance at the parking facilities, the leased property shall be used exclusive for the parking of motor vehicles, the owners or operators of which pay Tenant for the use of the parking facilities. Tenant will make all reasonable efforts to maximize revenue earned from its operation of the public parking. Tenant agrees to conform to the above-described use. Any change in the use must be mutually agreed to by the Landlord and the Tenant.

5.2 Condition of Premises

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing conditions "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including) investigation of the surface, subsurface, and groundwater for contamination and hazardous materials) and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might

reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample, and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease Tenant represents to Landlord that, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises and (5) with respect to any hazardous material which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous material at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals, and authorizations. The phrase "hazardous material," as used herein, has the same meaning as that phrase has in Section 5.6 of this Lease.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, this Lease may be terminated immediately by Landlord and be of no further force or effect. It is the intent of the parties hereto that Tenant shall be responsible for an bear the entire cost of removal and disposal of hazardous materials introduced to the Premises during Tenant's period of use and possession as owner, operator or Tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the Premises during Tenant" period of use and possession of the Premises.

5.7 Signs

In total, no more than two (2) advertising signs, of a size not greater than thirty (30) square feet of surface area, may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including

governmental approval and payment of any fees. Further signs may be required by Encroachment Permits related to parallel parking requirements on the highway.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain, or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises, excepting those outlined in Article 5.1.

5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the tenant's leasehold area and will be responsible for all applicable permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at www.swrcb.ca.gov under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on Premises is strictly prohibited.

Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: Parking (Exhibit B). Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at www.dot.ca.gov/hq/row/rwstormwater and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at www.dot.ca.gov/hq/construc/stormwater/manuals.htm. In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at http:/www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtm. Other SIC codes may be found at www.osha.gov/pls/imis/sicsearch.html.

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 6. IMPROVEMENTS

No improvements of any kind shall be placed in, on, or, upon the Premises, and not alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord through an encroachment permit. Existing Improvements include: landscaping (trees, bushes), and asphalt driveway/parking lot within the lease area.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises pursuant to Article 6 shall, at the expiration or termination of this Lease, vest in Landlord, except upon purchase of the leased area by the tenant. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers, and columns, caused by Tenant, subtenants, invitees or other third parties. At Tenant's request, Landlord will repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within ten (10) days after Landlord sends written notice to repair, Tenant fail to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This Lease is made upon the express condition that Landlord is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes resulting from the operation or use of the Premises by Tenant, its agents, customers, or business invitees. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liability, loss, cost, and obligation on account of any such injuries or losses.

10.2 Comprehensive General Liability Insurance

Tenant shall at its own cost and expense procure and keep in force during the term of this Lease comprehensive bodily injury liability and property damage liability insurance adequate to protect Landlord, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises, including any and all liability of Landlord for damage to vehicles parked on the Premises. Such insurance shall be in an amount of not less than $5,000,000.00 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of Tenant. All insurance required hereunder shall be with companies to be approved by Landlord. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Said policies shall name the State as an additional insured and shall insure against the contingent liabilities, if any, of Landlord and the officers, agents, and employees of Landlord and shall obligate the insurance carriers to notify Landlord, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. Tenant shall furnish to Landlord a Certificate of Insurance acceptable to Landlord within not more than ten (10) days after execution thereof. Landlord shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required. Landlord shall notify Tenant in writing of changes in the insurance requirements; and if Tenant does not deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at Landlord's option, without further notice to Tenant, and be of no further force and effect.

Landlord acknowledges that Tenant may be self-insured. Tenant may elect to provide the insurance required by this Article in the form of self-insurance. If Tenant elects to exercise this option, Tenant shall so notify Landlord in writing and provide Landlord with a written statement explaining how it will provide Landlord with protection equivalent to that provided by the insurance policies required by this section, together with written evidence of the adequacy of this protection. Tenant's exercise of this option is subject to Landlord's approval. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of

its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.]

10.3 Business Automobile Liability Insurance
Intentionally deleted

10.4 Garage Keeper's Legal Liability Insurance
Intentionally deleted

10.5 Workers' Compensation Insurance
Intentionally deleted

10.6 Failure to Procure and Maintain Insurance
If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord and be of no further force or effect. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.7 Waiver of Subrogation
Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

ARTICLE 11. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this

Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of the highway which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the state highway system. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the state highway system without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with the restrictions as stated therein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the Premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises, and Tenant expressly agrees to hold Landlord harmless from any

and all liability for, and expressly waives any right it may have to recover compensation from Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises.

12.3 Future Transportation Project

Tenant specifically acknowledges Landlord may cancel this lease upon 90 days notice for the construction of an "Approved or Funded Transportation Project" or an emergency highway repair. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance. Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

12.4 Retrofitting of Freeway Structures

Tenant acknowledges Landlord may be required to perform retrofit work on all or a part of the freeway structures which are situated on and above the premises. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the premises and to construct improvements thereon as Landlord deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the premises, or needs to place restrictions on Tenant's use of the premises, Landlord shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of the premises and comply with the restrictions as stated therein. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance.

Tenant shall conduct its operations on the premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any structural retrofit work done on or above the premises. Tenant acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant expressly agrees to hold Landlord harmless from all such damage to its improvements, except that at the conclusion of the retrofit work, Landlord shall, at no cost to Tenant, restore the premises to their preexisting condition to the extent reasonably possible consistent with the retrofitting project.

If a portion of the premises is rendered unusable due to such work, Landlord and Tenant shall negotiate in good faith to determine an appropriate rental adjustment during such period. If the parties cannot agree, the matter shall be submitted to binding arbitration, with the arbitrator

chosen by the Presiding Judge of the Superior Court in which the property is located if the parties cannot mutually agree on an arbitrator.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with thirty (30) days prior notice in writing, or by Landlord upon providing Tenant with thirty (30) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant.

b) The abandonment or vacation of the Premises by Tenant. Failure to occupy and operate the Premises for thirty (30) consecutive days following the mailing of written notice from Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment or vacation.

c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within

forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease.

e) The failure by Tenant to comply with the requirements of the Lease as set forth in Section 5.4 of this Lease.

f) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Section 5.6 of this Lease.

g) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease.

h) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease.

i) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any fight of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus

c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus

d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall

be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Late Charges

This section is intentionally deleted per Right of Way Manual 11.08.07.00.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises without prior written consent.

16.2 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

This section intentionally deleted per Right of Way Manual 15.05.05.02.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words

used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and

assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. Landlord further reserves the right to review the rental rates of all holdover tenants periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA
DEPT OF TRANSPORTATION

Recommended
By: _____
BRUCE C. WILSON
Senior Right of Way Agent
Real Property Services Branch
North Region

_____
JOHN BALLANTYNE
Chief
North Region Right of Way

TENANT: CITY OF SACRAMENTO

By: _____
JERRY WAY
Director of Public Works
For John F. Shirey, City Manager

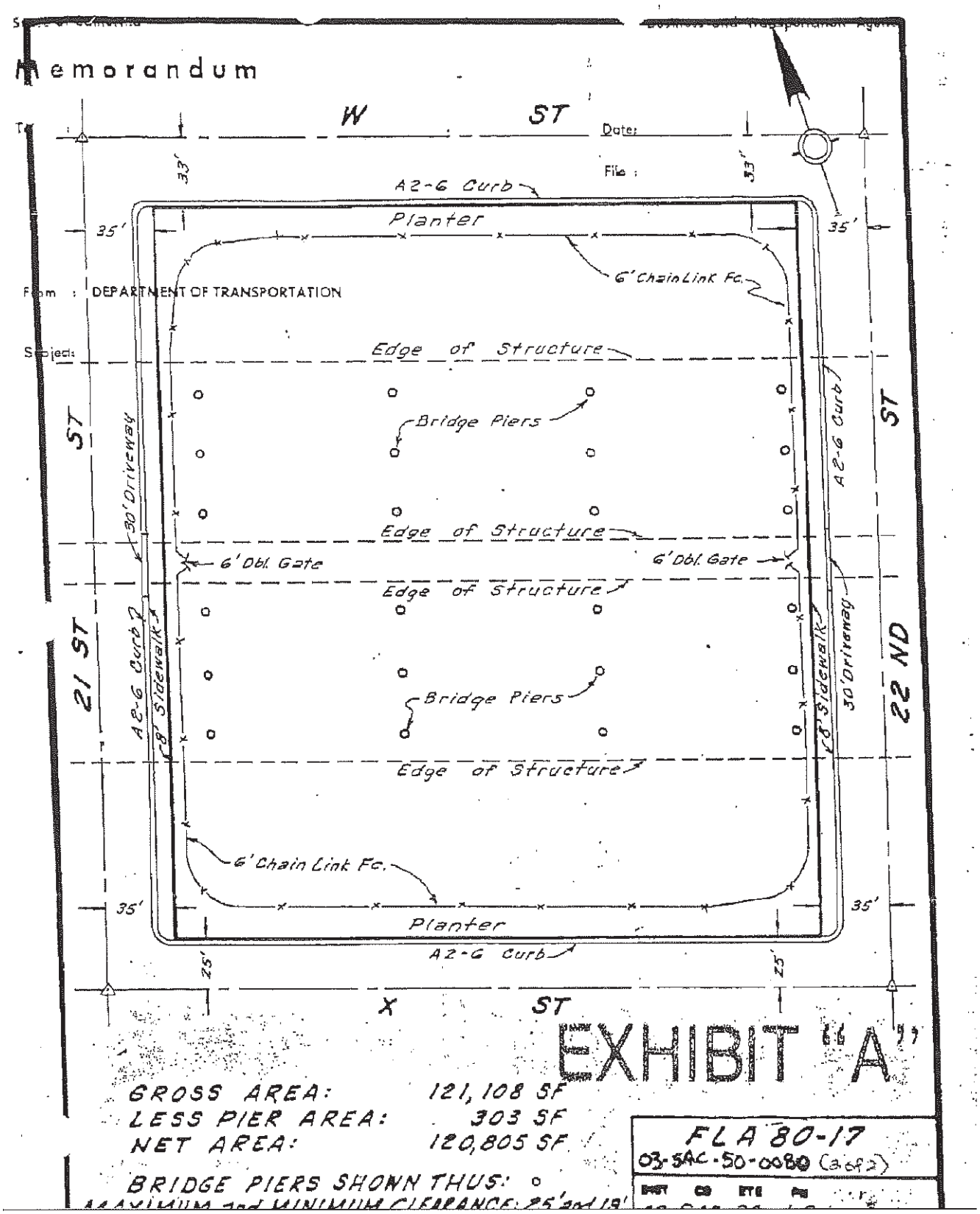
APPROVED AS TO FORM

By: _____
City Attorney

ATTEST

By: _____
City Clerk

Exhibit A- MAPS



Stormwater Pollution Prevention

Parking Lots

Leaking Vehicles

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Trash

- Post "No Littering" signs and enforce anti-litter laws.
- Provide trash receptacles in parking lots to discourage litter. Clean out and cover trash receptacles frequently to prevent spillage. Regularly inspect, repair, and/or replace trash receptacles.
- Routinely sweep, shovel and dispose of litter in the trash. Remove litter and debris from drainage grates, trash racks and ditch lines to reduce discharge to the storm water drainage systems and watercourses.
- Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.

(Lease Area No. 03-SAC050-0011-03)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PARKING AND OPEN STORAGE AGREEMENT

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ARTICLE 1. SUMMARY OF RENTAL AGREEMENT PROVISIONS

Landlord: California Department of Transportation (Caltrans)

Tenant: City of Sacramento

Premises: Located between 22nd and 23rd Streets at W & X Street, City of Sacramento, County of Sacramento, State of California, commonly known as SAC050-0011-03 (FLA 80-16), and more particularly described in Article 2.

Lease Term: 10 years, commencing December 1, 2015 and expiring on November 30, 2025. (Article 3)

Rent: Monthly: 50% of Gross Income (Article 4)

Security Deposit: $0 (Article 18)

Use: Parking Only (Article 5)

Comprehensive General Liability Insurance: $5,000,000. (Article 10)

Address for Notices: (Article 19)

Landlord:
Department of Transportation
Right of Way, Airspace
703 B Street
Marysville, CA 95901
(530) 741-4226

Tenant:
City of Sacramento
Department of Public Works, Parking Services Division
300 Richards Boulevard, Suite 213
Sacramento, CA 95811
(916) 808-5110

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

(Lease Area No. 03-SAC050-0011-03)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PARKING AND OPEN STORAGE RENTAL AGREEMENT

THIS LEASE, dated _____, 2015, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City of Sacramento, hereinafter called "Tenant."

W I T N E S S E T H

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Airspace Lease Area No. 03-SAC050-0011-03 (FLA 80-16), situated inside the City of Sacramento at Caltrans Post Mile 1.92, County of Sacramento, said land or interest herein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ARTICLE 3. TERM

The term of this Lease shall be month to month for term of ten (10) years, commencing December 1, 2015, and expiring November 30, 2025.

ARTICLE 4. RENT

4.1 Monthly Rent

Tenant shall continue to pay to Landlord as a minimum monthly rent, without deduction, offset, prior notice, or demand, the sum of 50% of gross income, paid quarterly (Jan, Apr, Jul, Oct), in arrears. Payments are due within 45 days of end of quarter. Checks shall include reference number **03-SAC050-0011-03** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

By Mail:
Department of Transportation
Attention: Cashier
P.O. Box 168019
Sacramento, CA 95816-8019

In Person:
Department of Transportation
1820 Alhambra Boulevard, 2nd Floor Sacramento, CA.

4.2 Definitions and Provisions

(a) As used in this section, the following terms shall have the following meanings:

i. "Accounting Year" shall mean the twelve-month period beginning on the first day of July and extends to June 30th of the following calendar year.

ii. "Gross Income" shall include all of the following:

(1) The sale price of all applicable income, including: parking income, goods, wares, merchandise, and products sold on or from the leased premises by Tenant, whether for cash or credit and whether payment is actually made or not:.

(2) If applicable, the charges made by Tenant for the sale or rendition on or from the leased premises or services of any nature or kind whatsoever, whether for cash or credit and whether payment is actually made or not;.

(3) If applicable, all admission, entry, and other fees of any nature or kind charged by Tenant including but not limited to deposits accepted by Tenant;.

(4) If applicable, all sums deposited in any coin-operated vending machine or other device maintained on the leased premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Tenant or others, and regardless of what percentage thereof Tenant is entitled to receive;

(5) All other income received by Tenant as a result of its leasehold interest in the premises.

Gross Income shall exclude all sales and excise taxes payable by Tenant to federal, state, county, or municipal governments as a direct result of operations under this lease. Revenue earned from citations issued by Tenant is excluded from Gross Income. Refunds for goods returned and deposits shall be deducted from current Gross Income upon return. Bad debt losses shall not be deducted from Gross Income. As used in this section, the term "Tenant" shall include Tenant, its agents, subtenants, concessionaires, and licensees, and any person acting under contract with Tenant.

(b) On or before the twentieth (20th) day after each quarter, Tenant shall deliver to Landlord a correct statement of all applicable Gross Income for the previous Accounting Year. The statement shall be signed by Tenant or its responsible agent under penalty of perjury, and shall be in the form prescribed by Landlord.

(i) Each statement shall indicate the total Gross Income for said portion of the Accounting Year, including:

(1) A breakdown of the Gross Income received of each business conducted on the leased premises;

(2) The related itemized amounts of percentage rental computed as provided in subparagraph (a)(ii) and the total thereof;

(3) The total percentage rental previously paid by Tenant for the Accounting Year; and

(4) The percentage rental due.

(ii) Tenant's obligation to account to Landlord for percentage rent derived from the activity or occupancy of any subtenant of all or a portion of leased premises shall commence with the earliest of the following dates (whether or not Landlord has approved the sublease and whether a percentage rent has been established by Landlord). The earliest of the following dates shall also be deemed the "due date" for purposes of Article 15.1 of this lease:

(1) The date the sublease commences,

(2) The date the subtenant physically occupies the leased premises, or

(3) The date of the subtenant's earliest activity on the leased premises (i.e., sale of goods, solicitation of business, construction or alteration by subtenant, etc.).

(c) Tenant shall, at all times during the term of this Lease, keep or cause to be kept, true and complete books, records, and accounts of all financial transactions in the operation of all its business activities, of whatever nature, conducted pursuant to the rights granted by this Lease. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

Landlord reserves the right to inspect and preapprove Tenant's method of keeping books, records and accounts of financial transactions in the operation of all business activities conducted in connection with this Lease. Tenant shall keep these books, records and accounts in the manner and in accordance with the standards prescribed by Landlord.

All retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

In any event of admission charges or personal property rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

Within ninety (90) days after the end of each Accounting Year, Tenant shall at its own expense submit to Landlord a balance sheet and income statement prepared or audited by a Certified Public Accountant, reflecting business transacted on or from the leased premises during the preceding Accounting Year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time Tenant shall submit to Landlord a statement certified as to accuracy by a Certified Public Accountant classifying the Gross Income for the Accounting Year according to the categories of business established for percentage rental and for any other business conducted on or from the leased premises.

All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the leased premises shall be kept and made available at one location within the limits of the County of Sacramento. Landlord shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at any and all reasonable times for the purpose of determining the accuracy thereof, and of the annual statements of sales and monies received. The cost of said audit shall be borne by Landlord unless the audit reveals an underpayment of more than two percent (2%) between the rent due as reported by Tenant in accordance with this lease and the rent due as determined by said audit. In the event of a greater underpayment, the full cost of the audit, as determined by Landlord, shall be paid by Tenant.

Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to comply fully with any and every requirement of the State of California or the United States of America for information or reports relating to this lease and to Tenant's use of the leased premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

(d) Parking fees and rates for the parking facilities under this lease shall be set with the objective of generating the maximum revenues possible without causing adverse impact on the parking demand for said parking facility.

4.3 Reevaluation of Minimum Monthly Rent

This section intentionally deleted

4.4 Reevaluation on Change in Use

Landlord expressly reserves the right to establish a new minimum monthly rent in the manner provided in Article 4 as a condition to Landlord's approval of any use of the leased premises not specifically permitted by Section 5.1 and as a condition to any amendment to or changes in the uses permitted by that section. If such a reevaluation is made, the provisions of Article 4 shall be followed except that in determining the fair market lease rate the appraisers shall also be instructed to consider the new uses to which the premises may be put as a result of Landlord's approval of those additional uses. If such a reevaluation is made, the time for all subsequent scheduled reevaluations under Article 4 shall be extended by the period elapsed between the most recent previous reevaluation and the reevaluation made under this section.

4.5 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

This section intentionally deleted.

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of public parking and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration. Any changes that may affect parking, drainage facilities, and existing permanent structures within the lease area, at any time, must be approved through Caltrans Encroachment Permits.

Excepting vehicles for persons working at the parking facilities, maintenance vehicles operated by persons working on maintenance at the parking facilities, and City vehicles driven by City employees, the leased property shall be used exclusively for the parking of motor vehicles, the owners or operators of which pay Tenant for the use of the parking facilities. Parking facilities will not be used for City motorpool parking. Tenant will make all reasonable efforts to maximize revenue earned from its operation of the public parking garage. Tenant agrees to conform to the above-described use. Any change in the use must be mutually agreed to by the Landlord and the Tenant.

5.2 Condition of Premises

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing conditions "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including) investigation of the surface, subsurface, and groundwater for contamination and hazardous materials) and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might

reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample, and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease Tenant represents to Landlord that, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises and (5) with respect to any hazardous material which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous material at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals, and authorizations. The phrase "hazardous material," as used herein, has the same meaning as that phrase has in Section 5.6 of this Lease.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, this Lease may be terminated immediately by Landlord and be of no further force or effect. It is the intent of the parties hereto that Tenant shall be responsible for an bear the entire cost of removal and disposal of hazardous materials introduced to the Premises during Tenant's period of use and possession as owner, operator or Tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the Premises during Tenant" period of use and possession of the Premises.

5.7 Signs

There is a current sign in place at the initiation of this lease. There are no requirements for its removal. In total, no more than two (2) advertising signs, of a size not greater than thirty (30) square feet of surface area, may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including

governmental approval and payment of any fees. Further signs may be required by Encroachment Permits related to parallel parking requirements on the highway.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain, or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises.

5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the tenant's leasehold area and will be responsible for all applicable permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at www.swrcb.ca.gov under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on Premises is strictly prohibited.

Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: Parking (Exhibit B). Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at www.dot.ca.gov/hq/row/rwstormwater and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at www.dot.ca.gov/hq/construc/stormwater/manuals.htm. In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at http:/www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtm. Other SIC codes may be found at www.osha.gov/pls/imis/sicsearch.html.

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 6. IMPROVEMENTS

No improvements of any kind shall be placed in, on, or, upon the Premises, and not alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord through an encroachment permit. Existing Improvements include: landscaping (trees, bushes), asphalt driveway/parking lot, light posts.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises pursuant to Article 6 shall, at the expiration or termination of this Lease, vest in Landlord, except upon purchase of the leased area by the tenant. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers, and columns, caused by Tenant, subtenants, invitees or other third parties. At Tenant's request, Landlord will repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within ten (10) days after Landlord sends written notice to repair, Tenant fail to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This Lease is made upon the express condition that Landlord is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes resulting from the operation or use of the Premises by Tenant, its agents, customers, or business invitees. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liability, loss, cost, and obligation on account of any such injuries or losses.

10.2 Comprehensive General Liability Insurance

Tenant shall at its own cost and expense procure and keep in force during the term of this Lease comprehensive bodily injury liability and property damage liability insurance adequate to protect Landlord, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises, including any and all liability of Landlord for damage to vehicles parked on the Premises. Such insurance shall be in an amount of not less than $5,000,000.00 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of Tenant. All insurance required hereunder shall be with companies to be approved by Landlord. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Said policies shall name the State as an additional insured and shall insure against the contingent liabilities, if any, of Landlord and the officers, agents, and employees of Landlord and shall obligate the insurance carriers to notify Landlord, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. Tenant shall furnish to Landlord a Certificate of Insurance acceptable to Landlord within not more than ten (10) days after execution thereof. Landlord shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required. Landlord shall notify Tenant in writing of changes in the insurance requirements; and if Tenant does not deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at Landlord's option, without further notice to Tenant, and be of no further force and effect.

Landlord acknowledges that Tenant may be self-insured. Tenant may elect to provide the insurance required by this Article in the form of self-insurance. If Tenant elects to exercise this option, Tenant shall so notify Landlord in writing and provide Landlord with a written statement explaining how it will provide Landlord with protection equivalent to that provided by the insurance policies required by this section, together with written evidence of the adequacy of this protection. Tenant's exercise of this option is subject to Landlord's approval. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of

its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.]

10.3 Business Automobile Liability Insurance
This section intentionally deleted

10.4 Garage Keeper's Legal Liability Insurance
This section intentionally deleted

10.5 Workers' Compensation Insurance
This section intentionally deleted

10.6 Failure to Procure and Maintain Insurance
If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord and be of no further force or effect. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.7 Waiver of Subrogation
Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

ARTICLE 11. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this

Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of the highway which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the state highway system. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the state highway system without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with the restrictions as stated therein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the Premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover compensation from

Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises.

12.3 Future Transportation Project

Tenant specifically acknowledges Landlord may cancel this lease upon 90 days notice for the construction of an "Approved or Funded Transportation Project" or an emergency highway repair. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance. Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

12.4 Retrofitting of Freeway Structures

Tenant acknowledges Landlord may be required to perform retrofit work on all or a part of the freeway structures which are situated on and above the premises. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the premises and to construct improvements thereon as Landlord deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the premises, or needs to place restrictions on Tenant's use of the premises, Landlord shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of the premises and comply with the restrictions as stated therein. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance.

Tenant shall conduct its operations on the premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any structural retrofit work done on or above the premises. Tenant acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant expressly agrees to hold Landlord harmless from all such damage to its improvements, except that at the conclusion of the retrofit work, Landlord shall, at no cost to Tenant, restore the premises to their preexisting condition to the extent reasonably possible consistent with the retrofitting project.

If a portion of the premises is rendered unusable due to such work, Landlord and Tenant shall negotiate in good faith to determine an appropriate rental adjustment during such period. If the parties cannot agree, the matter shall be submitted to binding arbitration, with the arbitrator

chosen by the Presiding Judge of the Superior Court in which the property is located if the parties cannot mutually agree on an arbitrator.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with thirty (30) days prior notice in writing, or by Landlord upon providing Tenant with thirty (30) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant.
b) The abandonment or vacation of the Premises by Tenant. Failure to occupy and operate the Premises for thirty (30) consecutive days following the mailing of written notice from Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment or vacation.
c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within

forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease.

e) The failure by Tenant to comply with the requirements of the Lease as set forth in Section 5.4 of this Lease.

f) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Section 5.6 of this Lease.

g) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease.

h) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease.

i) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any fight of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus

c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus

d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall

be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Late Charges

This section is intentionally deleted per Right of Way Manual 11.08.07.00.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises, and Landlord will not grant its consent to any assignment, transfer or sublease of all or any part of this Lease or the Premises.

16.2 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

This section intentionally deleted per Right of Way Manual 15.05.05.02.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words

"Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the

benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. Landlord further reserves the right to review the rental rates of all holdover tenants periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and

delivery by both Landlord and Tenant.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA
DEPT OF TRANSPORTATION

Recommended
By: _____

BRUCE C. WILSON
Senior Right of Way Agent
Real Property Services Branch
North Region

_____

JOHN BALLANTYNE
Chief
North Region Right of Way

TENANT: CITY OF SACRAMENTO

By: _____

JERRY WAY
Director of Public Works
For John F. Shirey, City Manager

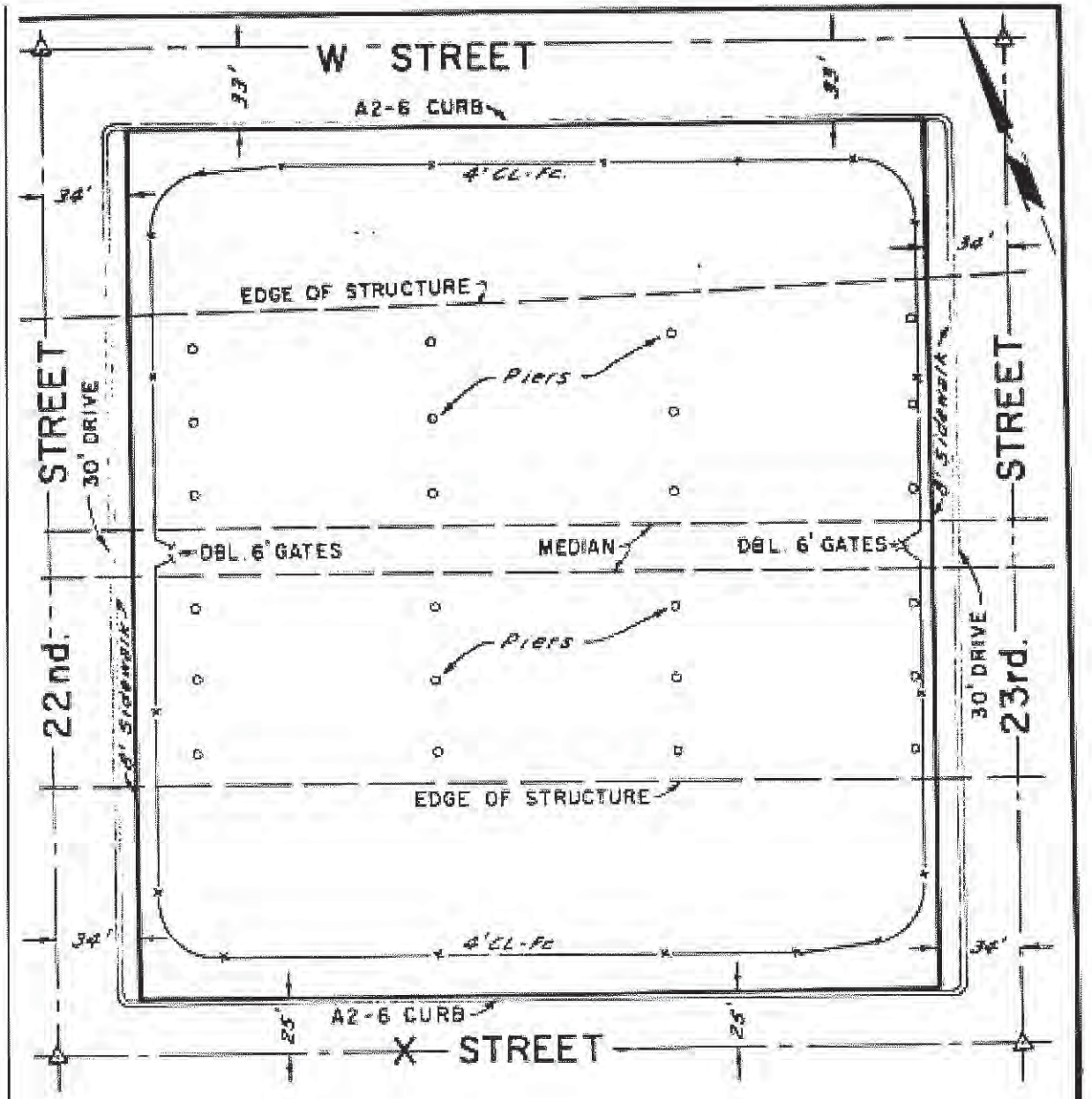
APPROVED AS TO FORM

By: _____
City Attorney

ATTEST

By: _____
City Clerk

Exhibit A- MAPS AND LEGAL DESCRIPTION



GROSS AREA 121,746 SF
LESS PIER AREA 303 SF
NET AREA 121,443 SF

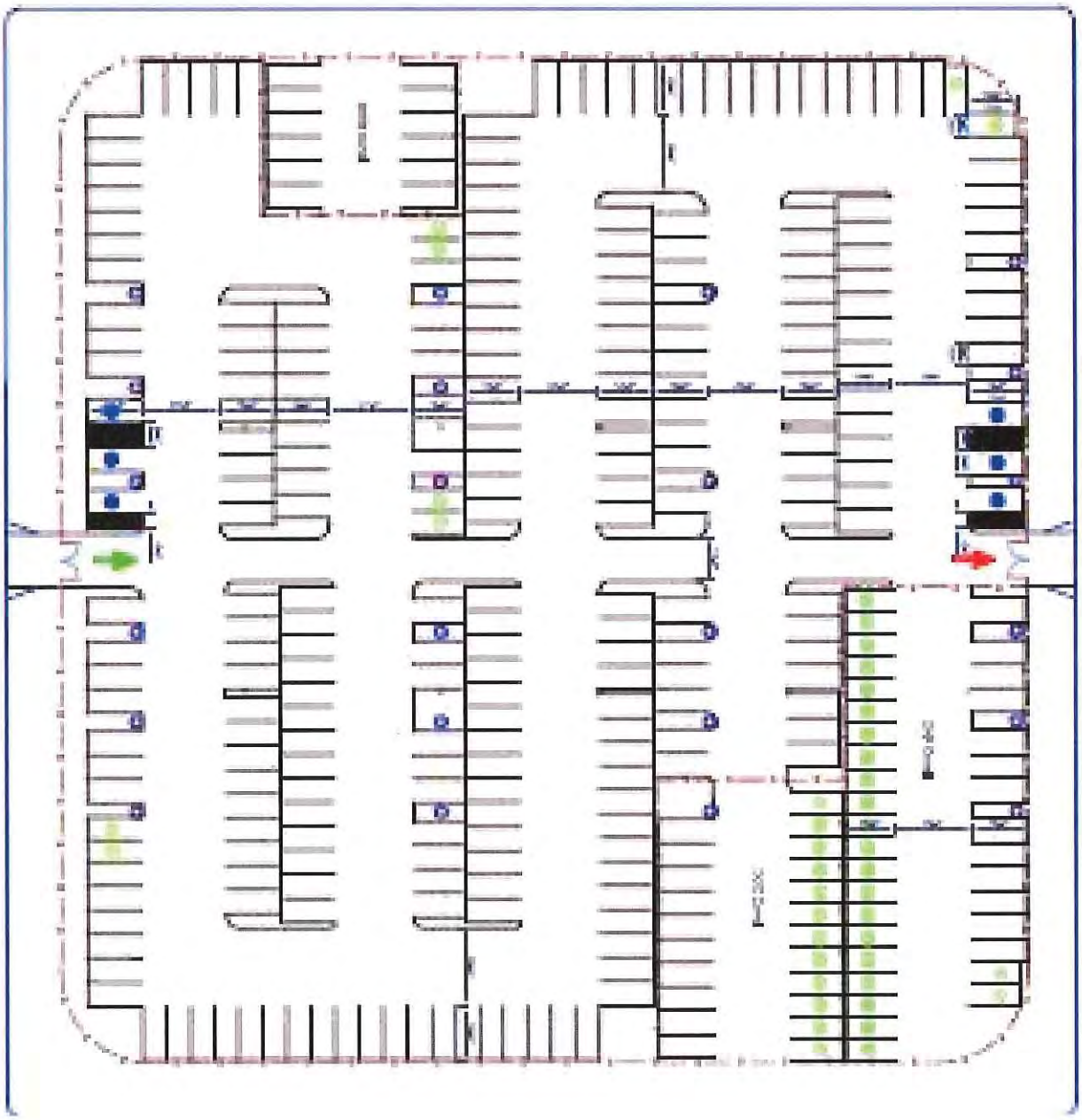
BRIDGE PIERS SHOWN THUS: o'

MAXIMUM AND MINIMUM CLEARANCE 24' to 21'

FLA 80-16

Par No 16634

DIST	CO	RTE	PM	SCALE 1"=60'
3	SAC	80	1.9	DATE 5/69



Stormwater Pollution Prevention

Parking Lots

Leaking Vehicles

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Trash

- Post "No Littering" signs and enforce anti-litter laws.
- Provide trash receptacles in parking lots to discourage litter. Clean out and cover trash receptacles frequently to prevent spillage. Regularly inspect, repair, and/or replace trash receptacles.
- Routinely sweep, shovel and dispose of litter in the trash. Remove litter and debris from drainage grates, trash racks and ditch lines to reduce discharge to the storm water drainage systems and watercourses.
- Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT AMENDMENT

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

Tenancy Number: 03-SAC050-0005-05

FIRST LEASE AMENDMENT

THIS LEASE AGREEMENT AMENDMENT is made this _____ day of _____, 2015, at Marysville, California, by and between the lessor, the State of California, Department of Transportation (Department), and the City of Sacramento, hereinafter known as Lessee.

WITNESSETH

WHEREAS, Department and Lessees entered into that certain Lease Agreement dated June 1, 2015, and identified as Tenancy No. 03-SAC050-0005-04, covering property described in said Lease Agreement, the term of which continues on a year-to-year basis and ends on May 31, 2025.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Department and the Lessee that the Lease Agreement referred to above shall be amended as follows:

Date of Commencement of this amendment: November 1, 2015.

Because of the following significant changes made to the monthly rent section, a new tenancy number must change to **SAC050-0005-05**.

Replace Article 4.1 with the following:

Article 4.1: Minimum Monthly Rent:

Tenant shall continue to pay to Landlord as a minimum monthly rent, without deduction, offset, prior notice, or demand, the sum of 50% of gross income, paid quarterly (Jan, Apr, Jul, Oct), in arrears, commencing on the date the term of this amendment.

Checks shall include reference number **03-SAC005-0005-05** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

By Mail:
Department of Transportation
Attention: Cashier
P.O. Box 168019
Sacramento, CA 95816-8019

In Person:
Department of Transportation
1820 Alhambra Boulevard, 2nd Floor Sacramento, CA.
(800) 404-7787

Replace Article 4.2 with the following:

4.2 Definitions and Provisions

(a) As used in this section, the following terms shall have the following meanings:

i. "Accounting Year" shall mean the twelve-month period beginning on the first day of July and extends to June 30th of the following calendar year.

ii. "Gross Income" shall include all of the following:

(1) The sale price of all applicable income, including: parking income, goods, wares, merchandise, and products sold on or from the leased premises by Tenant, whether for cash or credit and whether payment is actually made or not:.

(2) If applicable, the charges made by Tenant for the sale or rendition on or from the leased premises or services of any nature or kind whatsoever, whether for cash or credit and whether payment is actually made or not;.
(3) If applicable, all admission, entry, and other fees of any nature or kind charged by Tenant including but not limited to deposits accepted by Tenant;.
(4) If applicable, all sums deposited in any coin-operated vending machine or other device maintained on the leased premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Tenant or others, and regardless of what percentage thereof Tenant is entitled to receive;
(5) All other income received by Tenant as a result of its leasehold interest in the premises.

Gross Income shall exclude all sales and excise taxes payable by Tenant to federal, state, county, or municipal governments as a direct result of operations under this lease. Revenue earned from citations issued by Tenant is excluded from Gross Income. Refunds for goods returned and deposits shall be deducted from current Gross Income upon return. Bad debt losses shall not be deducted from Gross Income. As used in this section, the term "Tenant" shall include Tenant, its agents, subtenants, concessionaires, and licensees, and any person acting under contract with Tenant.

(b) On or before the twentieth (20th) day after each quarter, Tenant shall deliver to Landlord a correct statement of all applicable Gross Income for the previous Accounting Year. The statement shall be signed by Tenant or its responsible agent under penalty of perjury, and shall be in the form prescribed by Landlord.
(i) Each statement shall indicate the total Gross Income for said portion of the Accounting Year, including:
(1) A breakdown of the Gross Income received of each business conducted on the leased premises;
(2) The related itemized amounts of percentage rental computed as provided in subparagraph (a)(ii) and the total thereof;
(3) The total percentage rental previously paid by Tenant for the Accounting Year; and
(4) The percentage rental due.
(ii) If applicable, Tenant's obligation to account to Landlord for percentage rent derived from the activity or occupancy of any subtenant of all or a portion of leased premises shall commence with the earliest of the following dates (whether or not Landlord has approved the sublease and whether a percentage rent has been established by Landlord). The earliest of the following dates shall also be deemed the "due date" for purposes of Section 15.1 of this lease:
(1) The date the sublease commences,
(2) The date the subtenant physically occupies the leased premises, or
(3) The date of the subtenant's earliest activity on the leased premises (i.e., sale of goods, solicitation of business, construction or alteration by subtenant, etc.).

(c) Tenant shall, at all times during the term of this Lease, keep or cause to be kept, true and complete books, records, and accounts of all financial transactions in the operation of all its business activities, of whatever nature, conducted pursuant to the rights granted by this Lease. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

Landlord reserves the right to inspect and preapprove Tenant's method of keeping books, records and accounts of financial transactions in the operation of all business activities conducted in connection with this Lease. Tenant shall keep these books, records and accounts in the manner and in accordance with the standards prescribed by Landlord.

If applicable, all retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

In any event of admission charges or personal property rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

Within ninety (90) days after the end of each Accounting Year, Tenant shall at its own expense submit to Landlord a balance sheet and income statement prepared or audited by a Certified Public Accountant, reflecting business transacted on or from the leased premises during the preceding Accounting Year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time Tenant shall submit to Landlord a statement certified as to accuracy by a Certified Public Accountant classifying the Gross Income for the Accounting Year according to the categories of business established for percentage rental and for any other business conducted on or from the leased premises.

All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the leased premises shall be kept and made available at one location within the limits of the County of Sacramento. Landlord shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at any and all reasonable times for the purpose of determining the accuracy thereof, and of the annual statements of sales and monies received. The cost of said audit shall be borne by Landlord unless the audit reveals an underpayment of more than two percent (2%) between the rent due as reported by Tenant in accordance with this lease and the rent due as determined by said audit. In the event of a greater underpayment, the full cost of the audit, as determined by Landlord, shall be paid by Tenant.

Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to comply fully with any and every requirement of the State of California or the United States of America for information or reports relating to this lease and to Tenant's use of the leased premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

(d) Parking fees and rates for the parking facilities under this lease shall be set with the objective of generating the maximum revenues possible without causing adverse impact on the parking demand for said parking facility.

Article 4.3: No Changes
Article 4.4: No Changes
Article 4.5: No Changes

Replace Article 5.1 with the following:

5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of public parking and for no other purpose whatsoever without obtaining prior written consent of Landlord

and the concurrence of the Federal Highway Administration. Landlord expressly reserves the right to establish a new minimum monthly rent as a condition to Landlord's approval of any use of the leased premises not specifically permitted by Section 5.1. Any changes that may affect parking, drainage facilities, and existing permanent structures within the lease area, at any time, must be approved through Caltrans Encroachment Permits.

Excepting vehicles for persons working at the parking facilities, and maintenance vehicles operated by persons working on maintenance at the parking facilities, the leased property shall be used exclusive for the parking of motor vehicles, the owners or operators of which pay Tenant for the use of the parking facilities. Tenant will make all reasonable efforts to maximize revenue earned from its operation of the public parking. Tenant agrees to conform to the above-described use. Any change in the use must be mutually agreed to by the Landlord and the Tenant.

All other terms and conditions of said Lease Agreement thereto shall remain unchanged.

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVAL RECOMMENDED:

By: _____
BRUCE C. WILSON
Senior Right of Way Agent
North Region Real Property Services

APPROVED:

By: _____
JOHN BALLANTYNE
Chief
North Region Right of Way

CITY OF SACRAMENTO

By: _____
JERRY WAY
Director of Public Works for
John F. Shirey, City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit A

5th St
6th St
8th St
9th St
6th & 8th

18th
19th
20th
21st
22nd
23rd
24th
18th & W
20th & 21st
21st & 22nd
22nd & 23rd

17

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00983

Title: Proposed Two-Hour Parking Restriction on a Section of Bercut Drive

Location: East side of Bercut Drive between Richards Boulevard and North 3rd Street, District 3

Recommendation: Pass a Resolution regulating parking on the east side of Bercut Drive between Richards Boulevard and North 3rd Street with "Two-Hour Parking 8:00 a.m. to 6:00 p.m. Excluding Sundays".

Contact: Matt Winkler, Operations General Supervisor, (916) 808-5579; Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A - Map

City Attorney Review

Approved as to Form
Gerald Hicks
11/9/2015 10:41:07 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 7:05:08 AM

Description/Analysis

Issue: The Hawthorne Suites Hotel is on the east side of Bercut Drive and has a need for short-term parking for their hotel and restaurant operations. Currently, parking on that section of Bercut Drive is unregulated, so two-hour parking will support the needs of their operations.

Policy Considerations: This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive, and convenient.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves restrictions to parking. The proposal is not a "project" in accordance with Section 15378 of the California Environmental Quality Act Guidelines. The proposal does not have a potential for resulting in either direct or indirect physical changes in the environment. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Parking on the east side of Bercut Drive (see Exhibit A), is currently unregulated and often occupied by motorists for extended periods of time. Regulating parking on the east side of Bercut Drive with "Two-Hour Parking, 8:00 a.m. to 6:00 p.m., Excluding Sundays" will support the needs of the Hawthorne Suites Hotel operations.

A vote was not conducted for this request as there is only one property owner fronting the proposed section of parking.

Financial Considerations: The cost to implement the recommended parking regulation is estimated to be $900.00. There are sufficient funds (Fund 1001) in the Parking Services Division operating budget.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

Proposed Two-Hour Parking Restriction on a Section of Bercut Drive

BACKGROUND

A. The east side of Bercut Drive, between Richards Boulevard and North 3rd Street, is currently unregulated and often occupied for long periods of time by motorists.

B. Regulating parking on the east side of Bercut Drive with "Two-Hour Parking, 8:00 a.m. to 6:00 p.m., Excluding Sundays" will provide parking to support operations of the Hawthorne Suites Hotel.

C. A vote was not conducted for this request as there is only one property owner fronting the proposed section of parking.

D. There is sufficient funding within the Parking Services Division's FY2015/2016 operating budget to implement the recommended parking regulation.

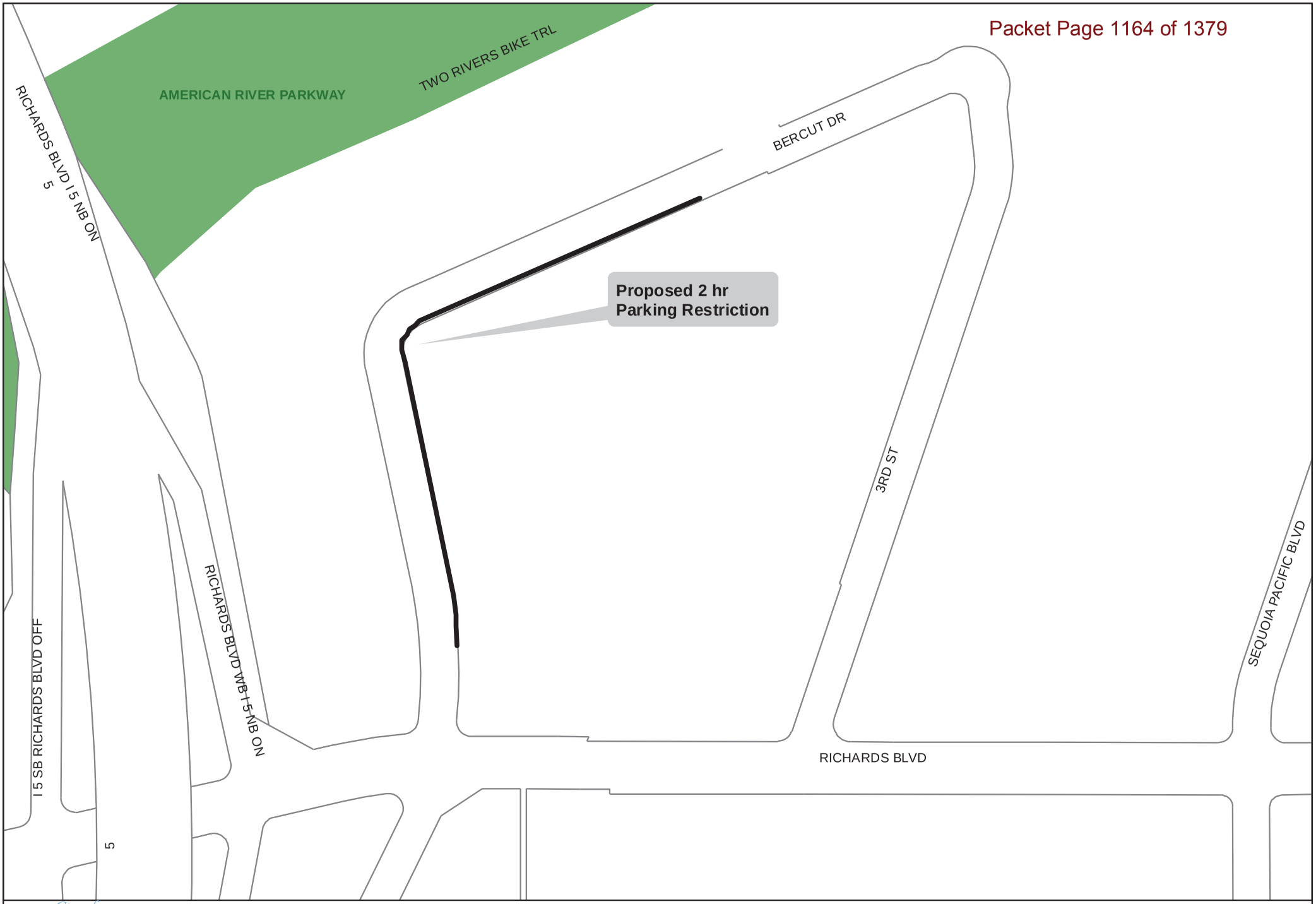
BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The following street will be regulated with "Two-Hour Parking, 8:00 a.m. to 6:00 p.m., Excluding Sundays"

- Bercut Drive between Richards Boulevard and North 3rd Street.

Table of Contents :

Exhibit A – Location Map



City of SACRAMENTO

Two Hour Parking
Bercut Drive

0 150 300 Feet

Date: 09-18-14
Map Contact: Carlos Porras
Central GIS

18

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
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Meeting Date: **11/17/2015**

Report Type: Public Hearing

Report ID: 2015-00623

Title: Third Party Appeal: Curtis Park Village Fuel Center (P14-036) [Noticed 11/06/2015]

Location: District 5

Recommendation: Conduct a public hearing and upon conclusion pass 1) a Resolution Certifying the Addendum to a previously adopted EIR and Mitigation Monitoring Plan; and 2) a Resolution approving the Conditional Use Permit and Site Plan and Design Review to construct and operate a gas station on approximately 0.46 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development.

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Presenter: Antonio Ablog, Acting Senior Planner, (916) 808-7702, Community Development

Department: Community Development Dept
Division: Planning
Dept ID: 21001221
Attachments:
01-Description/Analysis
02-Background
03-Land Use Map
04-Context Map
05-Planning and Design Commission Record of Decision
06-Project Appeal
07-Environmental Resolution
08-Mitigation Monitoring Program
09-Project Entitlements Resolution
10-Site Plan
11-Kiosk Plan
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City Attorney Review

Approved as to Form
Jeffrey Heeren
9/17/2015 10:21:34 AM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 7/17/2015 3:22:33 PM

Description/Analysis

Issue Detail: The applicant is seeking the approval of a Conditional Use Permit (CUP) and Site Plan and Design Review to construct and operate a new gas station in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development (PUD). The proposed gas station is located on approximately 0.45 acres of an 11.8 acre commercial site. To date, approximately seven (7) acres has been granted design review entitlements for the development of the commercial shopping center (prior approval DR14-110).

On June 11, 2015 the requested entitlements were heard by the Planning and Design Commission. The Planning and Design Commission voted to approve the project entitlements with an additional condition requiring the gas station to be developed and operated as a Safeway gas station (Attachment 9, Condition C11.). On June 19, 2015, a third-party appeal of the Planning and Design Commission's decision was submitted. The appeal asserts that the proposed project will be detrimental to the welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood; that the project is fundamentally inconsistent with the Curtis Park Village PUD Guidelines; that the project approval's reliance on a CEQA Addendum is legally deficient; that the Addendum itself is legally deficient; and that approval of the project violates CEQA.

On September 16, 2015 an alternative gas station plan was submitted by the applicant moving the gas station south and west to the rear of the site between the proposed grocery anchor building and the embankment for the Sutterville Road rail overpass. The new gas station location occupies nearly the same acreage and maintains eight pumps with 16 fuel dispensing locations, but is now approximately 400 feet to the west of Crocker Drive. The orientation is slightly altered as the new locationprovides two rows of pumps with four through lanes. Additionally, the request for the new location is for 24-hour operation whereas the Planning and Design Commission restricted operations to the hours of 6:00 a.m. to 10:00 p.m. The applicant has modified the site plan to address concerns that were raised at the Planning and Design Commission hearing including concerns related to the separation from residential uses, impacts to bicycle and pedestrian circulation, and aesthetic impacts to the Crocker Drive streetscape.

Policy Considerations:

General Plan

The 2035 Sacramento General Plan Update (SGPU) designates the subject site as Traditional Center. The General Plan describes a Traditional Center as an element of sustainable, walkable traditional neighborhoods that provides essential daily services within walking distance of surrounding residents.

The Traditional Center designation *"provides for residential and non-residential, moderate intensity, single-use development"* or mixed use development that includes retail, service, and office uses. (SGPU pg. 2-65) The Floor Area Ratio (FAR) range for development in Traditional Center is 0.3 to 3.0. The FAR for the site takes into consideration the previously approved design review as well as the current proposal. The 0.36 FAR is within the Traditional Center target FAR range.

The project is consistent with the following General Plan policies:

Policy LU 4.1.1 Mixed-Use Neighborhoods states that the City shall require neighborhood design that incorporates a compatible and complementary mix of residential and nonresidential (e.g., retail, parks, schools) uses that address the basic daily needs of residents and employees.

- The proposed gas station will be located in a commercial center within the larger Curtis Park Village PUD. The PUD schematic plan distributes a mix of uses throughout the development including residential uses at various densities; retail and service uses; and recreational uses.

Policy 5.3.1 states that the City shall continue to support development and operation of centers in traditional neighborhoods by providing flexibility in development standards, consistent with public health and safety, in response to constraints inherent in retrofitting older structures and in creating infill development in established neighborhoods.

- In its original adoption of the Curtis Park Village project, the City Council found the Shopping Center (SC) Zone and the Curtis Park Village PUD to be consistent with the General Plan and the Traditional Center designation. The proposed gas station consists of a service use that is allowed in the SC zone subject to a conditional use permit and is consistent with the allowed uses in the Traditional Center designation. Furthermore, the construction of a gas station does not preclude the balance of the 11.8 acre Curtis Park Village commercial site from providing neighborhood serving, walkable commercial uses. Staff finds the proposed project to be consistent with this 2035 General Plan Policy.

LU 5.1.5 states, *"Vertical and Horizontal Mixed-Use. The City shall discourage low- intensity and auto-oriented uses around transit stations."* Staff analyzed the proposed project in light of this General Plan policy and finds that the project is consistent with the policy based upon the following:

- The immediate land uses surrounding the existing light rail transit station are a higher-intensity, ridership generating mix of uses. Directly adjacent to the station on the west side of the train tracks is a community college and a stadium. Once the pedestrian bridge is completed, the station will be connected to the existing Curtis Park neighborhood via the new extension of 10th Avenue. The land uses surrounding the foot of the pedestrian bridge and the 10th Avenue street connection to the bridge include an approved multi-family project, the neighborhood/community shopping center, and single-family residential uses. The gas station, while in the general area of the pedestrian bridge, will not interfere with access to the bridge.

- The location of the gas station within the larger shopping center does not inhibit the ability of the surrounding community to access the transit station (see context map, Attachment 2). The gas station is located adjacent to Buchannan Street which is not expected to be utilized by many pedestrians or bicyclists. The gas station is not expected to materially change the character of the access to the transit station, thereby supporting consistency with the General Plan policy.

- The gas station represents a very small fraction of space out of the larger shopping center. The station is located on 0.45 acres within a larger 11.8 acre commercial center (representing approximately 4% of the area). The shopping center is an approved component of the Curtis Park Village PUD. When the project was approved by City Council in 2010, it was determined that the shopping center was an acceptable land use adjacent to the foot of the pedestrian bridge. Because there is a CUP requirement to locate a gas

station in a neighborhood/commercial shopping center does not negate the viability of the overall use as a supportive use around the transit station. Similarly, there is a parking garage and surface parking lot as a component of the community college in order to provide a full range of services to college students; however the overall community college use is considered consistent with the types of land uses expected to support the transit station.

- The traffic study has demonstrated that the number of vehicular trips to the site remains under the number of trips studied and contemplated with the adoption of the PUD in 2010.

In summary, staff believes that the proposed project is consistent with the Traditional Center designation and meets the intent of the General Plan policies.

Curtis Park Village PUD

- *Appeal assertion: The proposed project is fundamentally inconsistent with the Curtis Park Village Development Guidelines as it contradicts the goal of maximizing opportunities for efficient transit.*

As part of the Curtis Park Village Planned Unit Development, the schematic plan establishes the distribution and intensity of land uses within the community (Attachment 5). Of the total 72 acre project site, the schematic plan designates approximately 16.3 acres for commercial uses, including the 11.8 acre (net) southern commercial area between 10th Avenue and Sutterville Road, intended for a neighborhood shopping area, and the 4.7 acre northern commercial flex zone north of 10th Avenue that could potentially accommodate a wide variety of uses including residential, commercial (including recreational/entertainment uses) office and public/open spaces. The Schematic Plan depicts the 11.8 acre southern commercial area with general, non-specific building footprint locations noting that ultimate building/driveway locations shall be in general compliance with the locations shown on this plan.

The PUD Guidelines state that the southern commercial area *"will strike a balance between serving the more intimate immediate local community with walkable destinations, and welcoming the greater community and larger customer base required to nourish a viable environment for thriving businesses."* Thus the PUD Guidelines anticipated that the commercial center would serve the needs of not only the immediate surrounding neighborhood, but also the larger surrounding community.

In its approval of the Curtis Park PUD, the City Council made the following findings:

1. PUD conformed to the General Plan;

2. PUD Development Guidelines and Schematic Plan met the purposes and criteria stated in the City Zoning Ordinance in that the PUD facilitated mixed uses designated to assure that new development is healthy and of long-lasting benefit to the community and the City; and that

3. PUD development Guidelines and Schematic Plan would not be injurious to the public welfare, nor to other property in the vicinity of the development and would be in harmony with the general purposes and intent of the Zoning Ordinance in that the PUD ensures that the development be well-designed, and that the uses will not create a negative impact on adjacent uses.

Staff finds that the proposed project is consistent with the Curtis Park Village PUD Guidelines as the proposed gas station is located at the rear of the shopping center site, away from Crocker Drive which will serve as the main pedestrian bike thoroughfare through the neighborhood. Additionally the gas station is located such that it will be screened from view from Crocker Drive by future commercial buildings and by the Sutterville Road rail overpass.

Environmental Considerations: The Curtis Park Village environmental impact report (EIR) was certified by the City Council in Resolution No. 2010-174, and the CEQA Findings and Mitigation Monitoring Plan were adopted in Resolution No. 2010-572. These actions were taken as part of the approval of the Curtis Park Village project on September 28, 2010.

The fuel island project requests approval of discretionary permits that are required by the Planned Unit Development Guidelines that were approved as part of the Curtis Park Village project, and site plan and design review, which is required under the City's Planning and Development Code. These actions are subject to review under the California Environmental Quality Act (CEQA).

The proposed use is consistent with the general plan and zoning designations for the site, and falls within the types of uses that were considered in the impact analysis in the Draft EIR. CEQA review proceeds under CEQA Guidelines section 15162, including an inquiry as to whether the proposed use would result in new significant effects on the environment that were not considered in the EIR. Staff concluded that none of the conditions set forth in section 15162 would occur, and that the EIR is adequate to evaluate any of the impacts that could occur as a result of project approval. An Addendum to the previously-certified EIR was prepared. An addendum is appropriate in this case because only minor technical changes in the EIR were required and the project would not have new significant effects. CEQA Guidelines section 15164.

The Mitigation Monitoring Plan, adopted in Resolution No. 2010-572, applies to the construction and operation of the fuel island.

Operation of the fuel island requires approval of a permit to operate by the Sacramento Metropolitan Air Quality Management District (SMAQMD). As part of the permit process, SMAQMD required completion of a health risk assessment (HRA) evaluating cancer and health risks due to potential exposure of sensitive receptors to toxic air contaminants (TAC). In the case of a fuel island the TAC involved is benzene. The HRA was prepared consistent with the air district's protocols for such studies. The HRA concluded that with a throughput of 7.45 million gallons per year the fuel island would not have a significant effect, and would not result in health risks above the district's threshold.

The appeal raises the following issues relating to environmental review. The staff response follows each assertion.

- *Appeal Assertion: The appeal asserts that the Air Resources Board has provided guidance to local agencies regarding the proper location of fuel centers.*

The Air Resources Board, California Air Pollution Control Officers Association (CAPCOA) and SMAQMD have each addressed concerns relating to the siting of residential uses in relative proximity to sources of toxic air contaminants. These concerns are related both to stationary sources (such as gas stations) as well as mobile sources (such as freeways). The project site is not located within 500 feet of a major roadway or freeway, but would be located across the street from residential uses.

The agencies have emphasized that they are making recommendations only, and are not directing, or adopting thresholds of significance regarding proximity. CAPCOA is typical:

> These recommendations are advisory. Land use agencies have to balance other considerations, including housing and transportation needs, economic development priorities, and other quality of life issues. (CAPCOA 2009, Table 2)

SMAQMD has adopted a threshold of significance for stationary sources: if a project would result in a cancer risk in excess of 10 in a million a significant effect would occur. As discussed in the Addendum and the HRA, this threshold was not exceeded by the project. The decision regarding approval of the proposed use, as noted by CAPCOA, lies within the sound discretion of the City.

The applicant has proposed a new location for the fuel center, located within the commercial center north of Sutterville Road and adjacent to Buchannan Street. Ramboll Environ, the consultant that prepared the original health risk assessment, has reviewed the alternative location, and has concluded as follows:

> This revised location will very likely result in lower estimated health impacts. It is about 400 feet further from residents in the predominant wind direction, compared to the initial site location. (The wind rose (Figure 2) indicates that the predominant wind direction is from the south west.) This will result in lower cancer risk, chronic HI, and acute HI. Based on Bay Area Air Quality Management District (BAAQMD) scaling methodologies for gas stations, this additional distance could reduce impacts by as much as 90%. SMAQMD does not have similar guidance, but we believe the BAAQMD guidance can be used to provide a reasonable estimate of the reduction in impacts. The new proposed location is closer to the community college to the east, but the community college location is still 400 feet away, which is further than the original maximally impacted receptors, and is not a residential location, further lowering health impacts. In addition, the community college is not in the predominant wind direction and therefore we believe that risks would be lower in this location than at the original maximally exposed individual.

- *Appeal Assertion: The fuel island project would result in significant effects and a supplemental EIR should be prepared.*

The air district requires an HRA as part of the permit application. The HRA was completed in a manner consistent with the air district's regulations, and demonstrated that no significant effect would result with a throughput of 7.45 million gallons per year based on the original location of the gas station. As stated above, the revised location will very likely result in lower estimated health impacts The air district requires regular reports from gasoline dispensing facilities, and has trained staff that monitor, and enforce the throughput conditions. The record demonstrates that no significant effect would occur, and a supplemental EIR is not required.

- *Appeal Assertion: The project would require the routine transport of gasoline, a hazardous substance.*

The Addendum discussed the potential for exposure to hazardous substances. As noted there, the City's general plan, and regulations imposed at the County, state and federal level include provisions that reduce risk from hazards. There are no unusual circumstances associated with the project that would result in a greater risk than is normally experienced by residents throughout the City.

- *Appeal Assertion: The Addendum is deficient because its analysis of traffic does not take into account the proposed operation as part of the Safeway rewards program.*

The traffic analysis attached to the Addendum included consideration of the presence of a rewards discount program. See page 3. Traffic generated by other Safeway operations was identified and considered.

- *Appeal Assertion: The Addendum utilized analyses of consultants employed by the applicant, and does not reflect the independent judgment of the City.*

The traffic analysis and health risk assessment were prepared by qualified professionals. SMAQMD confirmed the HRA was prepared consistent with its directions. The City's Department of Public Works staff reviewed and approved the traffic analysis. Staff in the Community Development Department, Environmental Planning Services, prepared the Addendum and concluded that the analysis and reports complied with the California Environmental Quality Act (CEQA). These procedures are consistent with CEQA, and provide a basis for independent judgment by the City's decision-making body.

- *Appeal Assertion: The City cannot rely on the Master EIR because Public Resources Code section 21157.1 requires preparation of an initial study as a condition of such reliance.*

The Addendum included reference to the Master EIR as a general discussion of cumulative effects, and not as a streamlining mechanism. The preparation of an initial study was not required. See CEQA Guidelines section 15152.

- *Appeal Assertion: The Addendum cannot rely on the HRA because the City has not limited the project to a throughput of 7.45 million gallons per year.*

The proposed fuel island project is a "stationary source" that is subject to the regulatory authority of the Sacramento Metropolitan Air Quality Management District (SMAQMD). SMAQMD Rule 201 requires approval of an Authority to Construct/Permit to Operate for any gasoline station or gasoline dispensing facility in the County of Sacramento. See http://airquality.org/permits/. The health risk assessment that was attached to the Addendum was prepared at the direction and according to the protocols established by SMAQMD. The threshold of significance utilized by the City with regard to stationary sources of toxic air contaminants, such as the fuel island facility, are based on consideration of the SMAQMD thresholds and evidence supporting such thresholds. CEQA Guidelines section 15064.7(c).

The health risk assessment evaluated the health risk of the proposed fuel facility in its original location based on throughput of 7.45 million gallons per year. This revised location will very likely result in lower estimated health impacts. It is about 400 feet further from residents in the predominant wind direction, compared to the initial site location. The City has appropriately considered the health risk assessment and throughput level as part of its environmental review.

The environmental documents are posted at http://portal.cityofsacramento.org/Community-Development/Planning/Environmental/Impact-Reports.aspx

Commission/Committee Action: On June 11, 2015 the requested entitlements were heard by the Planning and Design Commission. There were approximately 25 members of the public who spoke in opposition to the requested project entitlements. The main concerns of those who spoke were:

- Traffic – The impact of project related traffic on the surrounding neighborhood including Crocker Road and Sutterville Road
- Impediments to pedestrian and bicycle circulation – The proposed project will be an impediment to bicycle and pedestrian circulation within the Curtis Park PUD.
- Not supportive of transit – The proposed project is within ¼ mile of an existing light rail station and will negatively affect transit ridership.
- Health, Safety, and Welfare – The project will negatively affect the health of nearby residents.

With a vote of 8 ayes to 3 noes and 1 absent, the Planning and Design Commission voted to approve the Curtis Park Fuel Center CUP and Site Plan and Design Review. With the applicant's agreement, a condition was added to the CUP requiring the gas station to be developed and operated by Safeway. The Planning and Design Commission action was later appealed to the City Council by a third party.

Rationale for Recommendation: The Curtis Park Village Fuel Center development has been reviewed objectively, in light of the proposed operations, comments received from public, and the proposed conditions of approval. The applicant has relocated the gas station as a direct response to concerns heard at the Planning and Design Commission hearing. Staff believes that the new location is an improvement to the approved location as it directly addresses several of the key concerns raised at the Planning and Design Commission hearing including:

- Health, Safety, and Welfare – the new location is over 400 feet further from any residential use compared to the previous location
- Impediments to pedestrian and bicycle circulation - The gas station is located adjacent to Buchannan Street which is not expected to be utilized by many pedestrians or bicyclists
- Aesthetics - The new location greatly reduces the visibility of the gas station as it will be located behind future buildings and adjacent to the embankment to the Sutterville Road rail bridge.

Staff has analyzed the project against the Curtis Park Village PUD and the Planning and Development Code and has determined that the proposed gas station is consistent with the intent of the PUD and will not negatively affect the ability of the PUD's commercial center to provide neighborhood serving commercial uses and support multi-modal transit opportunities. Staff continues to support the project and its modified location request based on the Findings of Fact and subject to the Conditions of Approval as found in the attached project resolution (Attachment 9)

Financial Considerations: The applicant is incurring all costs for the proposed fuel center project

Local Business Enterprise: Not applicable

Background

Existing Conditions

The subject site is located at the northwest quadrant of the intersection of Sutterville and Crocker Roads. The gas station is proposed to be located at the southwest corner of the shopping center site adjacent to Buchannan Street and approximately 400 feet west of Crocker Drive. There are currently single-family homes under construction on the east side of Crocker Road and the Curtis Park Court senior housing under construction to the north of 10th Avenue.

Table 1: Project Information
General Plan designation: Traditional Center (0.3 - 3.0 FAR)
Existing zoning of site: Shopping Center (SC-PUD)
PUD: Curtis Park Village
Property area: 0.45 Acre Gas Station Site, 11.8 acre Southern Commercial Site
Proposed Floor Area Ratio (FAR): 0.36 (total commercial center approved and requested with this application)

Prior Entitlements

On April 1, 2010, the City Council took the following actions (P04-109):

- Certified the Curtis Park Village Environmental Impact Report (EIR);
- Adopted a Resolution providing policy direction for Curtis Park Village Neighborhood Park and Detention Basin and the Amendment to the 1995 Remedial Action Plan;
- Continued the remainder of entitlements to a later date.

On September 28, 2010, the City Council approved the 71.7 acre Curtis Park Village project which included adopting the following entitlements (P04-109):

- Findings of Fact, Statement of Overriding Considerations, and the Mitigation Monitoring Program;
- General Plan Amendment;
- Rezone;
- Inclusionary Housing Plan;
- Curtis Park Village Planned Unit Development (PUD) Guidelines and Schematic Plan; and
- Master and Tentative Parcel Maps, including Subdivision Modifications.

On January 31, 2013, the Planning and Design Commission approved a modification

to the Planned Unit Development and the tentative map (P12-026).

On June 25, 2014, City staff approved the Curtis Park Village Commercial Center project with a staff level Site Plan and Design Review (DR14-110). Consistent with the approved PUD, the Curtis Park Village Commercial Center includes approximately 104,000 square feet of various commercial buildings on the lower 6.9 acres of the Southern Commercial Area (Attachment 3). The proposed gas station was not a part of this prior action.

On June 11, 2015 the Curtis Park Fuel Center was heard by the Planning and Design Commission. The Planning and Design Commission voted 8 to 3 with one absent to approve a Conditional Use Permit (CUP) and Site Plan and Design review to construct and operate a new 16-pump gas station on approximately 0.46 acres within the PUD's Southern Commercial Area. On June 19, 2015, a third-party appeal of the Planning and Design Commission's decision was submitted. The appeal asserts that the proposed project will be detrimental to the welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood; that the project is fundamentally inconsistent with the Curtis Park Village PUD Guidelines; that the project approval's reliance on a CEQA Addendum is legally deficient; that the Addendum itself is legally deficient; and that approval of the project violates CEQA.

On September 16, 2015 a new site plan was submitted relocating the gas station, including the 740 square foot kiosk, to the southwest corner of the shopping center site. The proposed gas station retains eight pumps with 16 dispensing locations; the current request is for a 24-hour operation.

Public/Neighborhood Outreach and Comments

Prior to the July 11th Planning and Design Commission hearing, early project notifications were sent to the Sierra Curtis Neighborhood Association, Land Park Community Association, and the College Plaza Neighborhood Association and to all property owners within 300 feet of the subject site. Additionally, property owners in the vicinity of the project were invited to a January 28, 2015, community meeting which was attended by City staff, members of the development team, and over 300 members of the public interested in the project. Staff has received comments both in support of and in opposition to the proposed gas station. The key concerns of those who have stated opposition have been traffic, health and safety, land use, and aesthetics.

Traffic. Traffic has been a major concern of those who have submitted comments on the project. Those objecting to the gas station have stated their concerns related to:

- The project's impact on traffic in the existing neighborhood;
- The project's impact to on-site circulation (on-site queueing);
- Increased vehicle trips due to the gas station, characterizing it as regional draw; and

- Increased vehicle trips due to shoppers taking advantage of a fuel rewards program.

In response to concerns related to traffic, a Transportation Analysis of the proposed gas station was completed by DKS Associates and has been included as an Attachment to the Addendum. The Planning and Development Code does not provide any special distinctions for discount fuel, or rewards programs, however, DKS Associates considered the effects of reduced price gasoline in its analysis. The analysis concluded that the total peak hour and daily traffic volumes would be lower than those utilized for the traffic analysis in the original Curtis Park Village (EIR). The relocation of the gas station to another location within the shopping center does not affect this conclusion.

Health and Safety. Health and safety has been another concern voiced by those opposed to the project. Commenters have cited health and safety concerns related to:

- Toxic air contaminants that would be released by the gas station; and
- Residential exposure to hazardous substances amongst the nearby residential uses.

Responding to the health and safety concerns related to the proposed gas station, a Health Risk Assessment (HRA) was conducted by ENVIRON which concluded that the estimated cancer risk would be within an acceptable range and would be below the California Environmental Quality Act (CEQA) thresholds of significance (Attachment D of the Addendum) and would not result in any additional significant impacts beyond those identified in the Curtis Park Village EIR. Furthermore, the estimated cancer risk would be in the range that the Sacramento Metropolitan Air Quality Management District (SMAQMD) defines as “acceptable risk” with the provision of Toxic Best Available Control Technology (TBACT).

Responding to the change in location of the Gas Station, Ramboll Environ, the consultant that prepared the original health risk assessment, has concluded that:

> This revised location will very likely result in lower estimated health impacts. It is about 400 feet further from residents in the predominant wind direction, compared to the initial site location. (The wind rose (Figure 2) indicates that the predominant wind direction is from the south west.) This will result in lower cancer risk, chronic HI, and acute HI. Based on Bay Area Air Quality Management District (BAAQMD) scaling methodologies for gas stations, this additional distance could reduce impacts by as much as 90%. SMAQMD does not have similar guidance, but we believe the BAAQMD guidance can be used to provide a reasonable estimate of the reduction in impacts. The new

proposed location is closer to the community college to the east, but the community college location is still 400 feet away, which is further than the original maximally impacted receptors, and is not a residential location, further lowering health impacts. In addition, the community college is not in the predominant wind direction and therefore we believe that risks would be lower in this location than at the original maximally exposed individuals.

Land Use. Staff has received comments stating that the proposed gas station is inconsistent with the Curtis Park Village PUD Guidelines, the Traditional Center General Plan Designation, and that the gas station is an improper land use for "transit oriented development (TOD)".

- PUD Guidelines – Opponents of the project have argued that the gas station is a land use in conflict with the PUD's goal to maximize opportunities for efficient transit provided by the public transportation and roadway corridors serving the site of the PUD. In addition to this concern, opponents have argued that the proposed gas station will negatively affect bicycle and pedestrian circulation through the PUD.

Goal 4 of the Curtis Park Village PUD Guidelines states a primary goal of the PUD is to *"Maximize opportunities for efficient transit provided by the public transportation and roadway corridors serving the site of the PUD."* To further this goal, the PUD Guidelines; *encourage the use of public transportation through site design that emphasizes convenient transit access and use, and promote the development of appropriate linkages to surrounding neighborhoods including pedestrian, bicycle, vehicle and alternative transportation modes.*

The proposed project will not hinder the ability for surrounding residents to access transit opportunities. The gas station is located in an area adjacent to Buchannan Street which is not expected to be utilized by many pedestrians or bicyclists.

- Traditional Center General Plan Designation – Another concern is that the Traditional Center designation emphasizes walkable neighborhoods and the proposed gas station will degrade the pedestrian experience and contravene the goal of a walkable neighborhood.

The gas station is sited on 0.45 acres of the 11.8 acre Curtis Park Village southern commercial area, all of which is designated Traditional Center. The proposed gas station consists of a service use that is allowed in the SC zone subject to approval of a CUP. The gas station is considered to be consistent with the allowed uses in the Traditional Center designation. Additionally, the inclusion of a gas station at Curtis Park Village does not preclude the balance of the 11.8 acre commercial area from providing neighborhood-serving, walkable commercial uses.

- Transit Oriented Development (TOD) - It has been argued that a gas station is not a proper use for a TOD.

The site is within a quarter mile of an existing transit station but is not designated as a TOD. Furthermore, the Transit Overlay (TO), meant to further TOD objectives, has not been applied to the zoning of this site. The subject site is zoned as Shopping Center, Planned Unit Development and does not include the TO overlay. All properties with a TO overlay would include the "TO" in the zoning of the site. The City Council's adoption of the original PUD Schematic Plan and PUD Guidelines was based on the ability of Curtis Park Village to promote pedestrian friendly development, support alternative modes of transportation, and the establishment of a well-designed mixture of land uses for existing and future residents within the area. Approval of the original entitlements for the master planned, mixed-use community was not based on any TOD characteristics of the project. As previously discussed, the proposed project will not hinder the ability for those wishing to access transit to safely and directly reach their destination.

Aesthetics/Design. Staff has received comments challenging whether the design of the proposed gas station is consistent with the site and building design principles of the PUD Guidelines.

The purpose and intent of the Curtis Park PUD Guidelines state that *"To achieve the goals and objectives of the Curtis Park Village PUD, the Guidelines are formulated in a flexible manner to provide for creative solutions to a variety of design situations."* To that effect, the guidelines include site design principles encouraging site features such as design for lively pedestrian use, spaces designed at a pedestrian scale, and consideration of view corridors. The guidelines also include building design principles encouraging attention to architectural building elements including building materials, types, and forms; proper massing and scale; and building articulation.

These aforementioned site and building design principles are meant to direct the development of the overall commercial center in a manner compatible with the surrounding neighborhood with an emphasis on providing an attractive pedestrian experience. The principles are meant to further the goals of the PUD as a whole and not intended to be a checklist for the strict adherence of each development project.

Staff believes that the southern commercial area development applications to date, including the prior commercial center Site Plan and Design Review approval and the current gas station request, constitute overall commercial development that is consistent with the intent of the PUD Guidelines. The proposed gas station is located such that it will be screened from view from Crocker Drive by future commercial buildings and by the Sutterville Road rail overpass. The location of the gas station is such that its appearance is minimized to the greatest extent possible, thereby enhancing the pedestrian experience of the commercial center.

Land Use/Entitlements

Land Use

The proposed 0.45 acre gas station project occupies a small portion of the 11.8 southern commercial area of the PUD; 6.9 acres of the commercial area has been approved through a prior design review action. The approved portion of the site includes over 100,000 square feet of commercial uses in retail buildings ranging from 5,600 square feet to approximately 57,000 square feet. With smaller commercial spaces located adjacent to Crocker Drive and larger anchor and major tenant spaces located at the rear of the site, the southern commercial area provides the opportunity for both neighborhood and community serving retail and commercial services.

Where it has been argued that a gas station is an improper land use for the subject site, it is not unusual for a gas station to locate within a shopping center larger than six (6) acres in size. Both the traffic analysis and the Health Risk Assessment (HRA) conclude that the gas station project will not have any environmental effects beyond those identified in the original project EIR. The traffic analysis also found that the gas station will not impact City streets or sidewalks.

Zoning

Shopping Center (SC-PUD): The Planning and Development Code defines the purpose of the Shopping Center (SC) zone as: *"providing a wide range of goods and services to the community. However, general commercial uses that are incompatible with a retail shopping center are prohibited."* (City Code Section 17.216.500) A gas station is considered a typical use for a community serving shopping center and is determined to be compatible. "Gas Station" is defined by the Planning and Development Code (adopted by City Council in 2013) as follows: *"Gas station" means any building, land area, or other premises used primarily for the retail dispensing or sales of gasoline or alternative fuel for vehicles.* (City Code Section 17.108.080) The proposed gas station meets this definition.

The proposed gas station is allowed with the approval of a Conditional Use Permit, per section 17.216.510 of the Planning and Development Code. City Code Section states: "*A CUP is a zoning instrument used primarily to review the location and conduct of certain land uses that are known to have a distinct impact on the area in which they are located, or are capable of creating special problems for bordering properties, unless given special attention."* The Planning and Development Code does not provide any additional classification for gas stations. All commercial businesses involved in the retail sale of gasoline or alternative fuels qualify as a gas station and require the approval of a CUP.

Conditional Use Permit: The applicant's request is to develop a 16 pump gas station with an associated 740 square foot convenience store in the Shopping Center (SC-PUD) Zone within the Curtis Park Village PUD. The Council's action on the requested CUP shall be based on the following findings:

1. The proposed use and its operating characteristics are consistent with the General Plan;

   In its original adoption of the Curtis Park Village, the City Council found the Shopping Center (SC) Zone and the Curtis Park Village PUD to be consistent with the General Plan and its Traditional Center designation. Approval of the requested CUP will not preclude the ability to provide neighborhood serving commercial uses across the balance of the 11.8 acres Southern Commercial Area. Additionally, staff finds that the proposed project is consistent with the General Plan policy to provide a compatible and complimentary mix of uses and does not conflict with the General Plan policy discouraging low-intensity and auto-oriented uses around transit stations.

2. The proposed use and its operating characteristics are consistent with the applicable standards, requirements, and regulations of the zoning district in which it is located, and of all other provisions of the code;

   The proposed use is allowed in the Shopping Center zone subject to the approval of a conditional use permit. The proposed gas station is consistent with the Curtis Park Village PUD Guidelines and Schematic Plan with respect to land use, site layout, and building design.

3. The proposed use is situated on a parcel that is physically suitable in terms of location, size, topography, and access, and that is adequately served by public services and utilities;

   The proposed gas station can be established on the site without deviating from the Planning and Development Code or the PUD Guidelines. Public services and utilities will be available to development on the site.

4. The proposed use and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

   The proposed use and its operation characteristics will not be detrimental to public health, safety, convenience, or welfare and will not result in the creation of a nuisance in that:

   a. The estimated cancer risk would be within an acceptable range and would be below the California Environmental Quality Act (CEQA) thresholds of significance;

   b. The total peak hour and daily traffic volumes would be lower than those utilized for traffic analysis in the original Curtis Park Village (EIR) and all

vehicle queuing will occur on-site;

c. Lighting is required to be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public.

Site/Building Plan

The proposed gas station project consists of eight (8) fuel islands with a total of 16 fuel pumps, a 6,500 square foot canopy, and a 740 square foot convenience store (kiosk). Both the site and architectural design of the proposed facility are subject to the approval of Site Plan and Design Review.

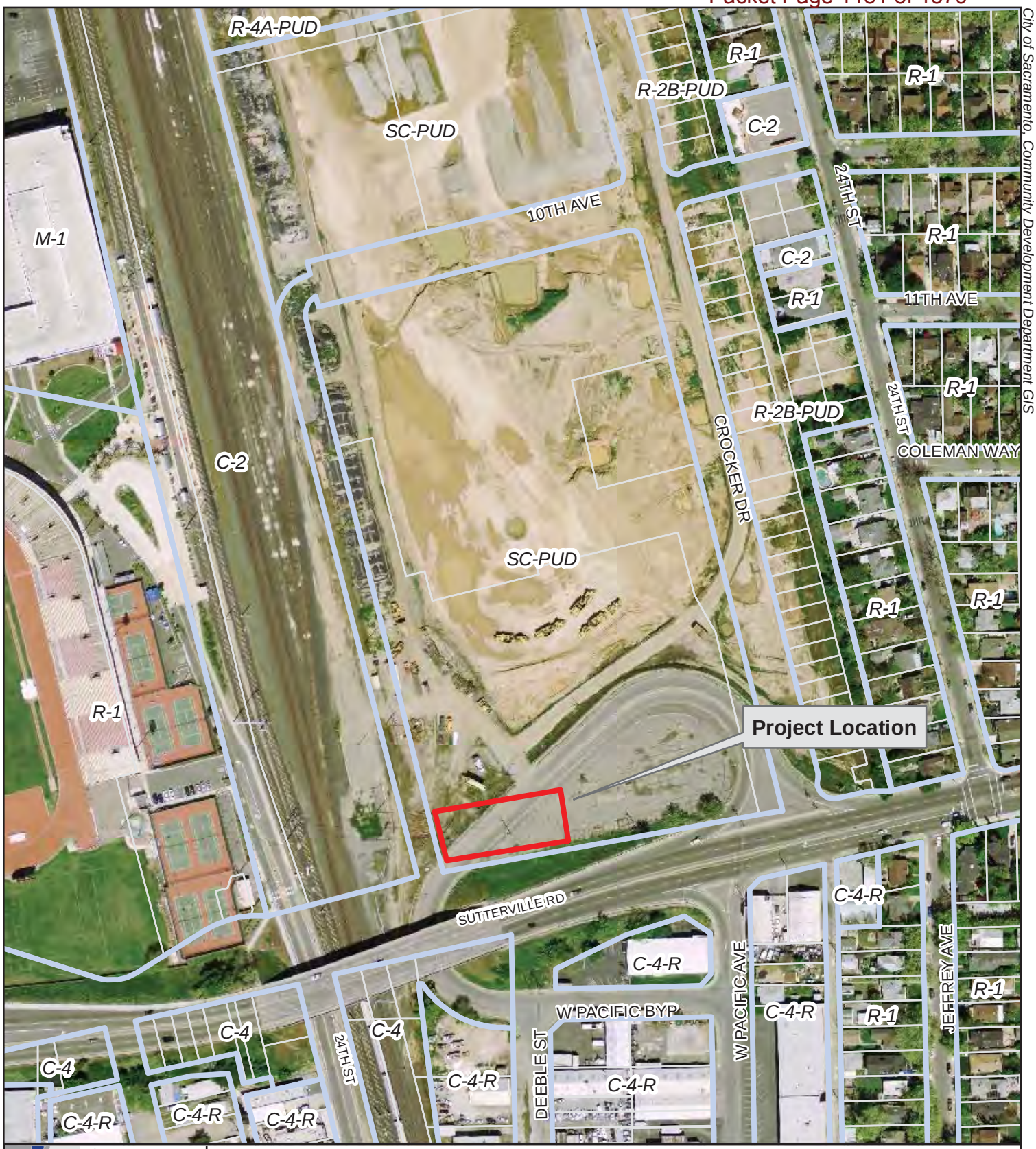
The overall shopping center was approved with three driveways and the modified gas station project only includes one new exit-only driveway along Buchannan Street at the rear of the site. With the unidirectional flow of traffic, queuing for the fuel pumps will occur on site and vehicle stacking is not expected to affect any of the adjacent public streets. None of the driveways provide direct, immediate access to the fuel pump queue.

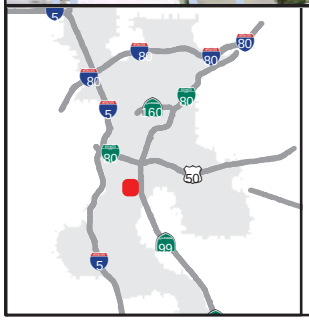
Access to each of the pumps will be unidirectional with vehicle flow moving from east to west. The fueling islands are proposed to be located in two rows beneath the canopy, providing four fueling lanes.

The 740 square-foot kiosk building is proposed to be located at the east end of the gas station site. The 16-foot tall building will be finished with brick consistent with the PUD guidelines and materials approved for the surrounding commercial center. The kiosk will house the cashier, a small sales area for convenience items, and a work room/office for the gas station.

A 20’-6” canopy will cover the fueling area. Similar to the kiosk building, the columns for the kiosk will be wrapped in brick. The overhead canopy structure will be finished with a cornice and dentil, detailing to match the kiosk structure and the architecture of the surrounding commercial center. The canopy structure and associated kiosk are consistent with the commercial center in both architectural style, and mass and scale.

The subject site is within ¼ mile of a light rail station. Section 17.600.160 of the Planning and Development code requires that such uses *a) shall provide pedestrian amenities such as awnings, canopies, benches, and landscaping; b) shall avoid areas of blank walls that are viewable from the street at the ground level; c) shall provide continuous, direct, convenient transit and pedestrian linkages, including walkways between principal entrances of buildings and adjacent lots; d) locate vehicle parking to the rear or interior side of the building and not in front of the building; and e) the building’s primary entrance shall have direct access to public streets and sidewalks.* The proposed gas station complies with these development standards.





0 340 680 Feet

P14-036
Vicinity Map
Curtis Park Village Fuel Center

A. Ablog | 11.9.15

10th Avenue
Ped/Bike Bridge
Gas Station
McClatchy School Park
Freeport Bakery
The Coffee Garden
Pacific McGeorge School of Law
Curtis Park
Hughes Stadium
Sacramento City College
Track 7 Brewing
Portola Way
Marshall Way
Spurgin Alley
Donner Way
Curtis Way
Montgomery Way
Coleman Way
Franklin Blvd
Freeport Blvd
23rd St
24th St
5th Ave
6th Ave
7th Ave
8th Ave
9th Ave
10th Ave
11th Ave
12th Ave
15th Ave

CITY OF SACRAMENTO PLANNING AND DESIGN COMMISSION
RECORD OF DECISION
915 I Street, Sacramento, CA 95814

Project Name:	Curtis Park Village Fuel Center
Project Number:	P14-036
Project Location:	Northwest Corner of Crocker Road and Sutterville Road
Assessor's Parcel No.:	013-0010-037, -038
Applicant:	Phil Harvey, Petrovich Development Company, 825 K Street, Sacramento, CA, 95814
Action Status:	Approved with Amended Conditions — Action Date: June 11, 2015
REQUESTED ENTITLEMENT(S):	**Item A. Addendum** to a previously certified Environmental Impact Report (EIR) for the Curtis Park Village PUD (P04-109); **Item B. Mitigation Monitoring Plan; Item C. Conditional Use Permit** to establish a 16 pump gas station on 0.46 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development; **Item D. Site Plan and Design Review** for a new gas station.
ACTIONS TAKEN:	On June 11, 2015 the Planning and Design Commission took the following actions based on the attached findings of fact and subject to the attached conditions of approval: Approved entitlements A through D with amended conditions.

Action certified by: Stacia Cosgrove
Stacia Cosgrove, Principal Planner

Sent to Applicant: June 19, 2015 By: ANTONIO ABLOG, Acting Senior Planner

NOTICE OF PROTEST RIGHTS

The above conditions include the imposition of fees, dedications, reservations, or other exactions. Pursuant to California Government Code section 66020, this Notice of Decision serves as written notice to the project applicant of (1) the amount of any fees and a description of any dedications, reservations, or exactions imposed, and (2) that the applicant may file a protest against the imposition of those fees, dedications, reservations, or other exactions within 90 days of the date of this approval, which is deemed to be the date that the fees, dedications, reservations, or other exactions are imposed. If the payment of a fee is imposed as a condition of approval, but the amount of the fee is not stated in this Notice of Decision and is not otherwise available to the applicant on a fee schedule or otherwise, the 90 days protest period will begin to run when the applicant is notified of the amount of the fee.

For purposes of this notice, the following fees are deemed to be imposed upon approval of the first discretionary entitlement for the subject development project and are subject to the protest procedures set forth in Title 18 of the

Sacramento City Code as indicated: North Natomas Public Facilities Fee, Transit Fee, and Drainage Fee (SCC 18.24.160); North Natomas Land Acquisition Fee (SCC 18.24.340); North Natomas School Facilities Fee (SCC18.24.710); Jacinto Creek Planning Area Facilities Fee (SCC18.28.150); Willow Creek Project Area Development Fee (SCC 18.32.150); Development Impact Fees for the Railyards, Richards Boulevard, and Downtown Areas (SCC 18.36.150); Habitat Conservation Fee for the North and South Natomas Community Plan Areas (18.40.090); and Park Development Impact Fee (18.44.140).

The time within which to challenge a condition of approval of a tentative subdivision map, including the imposition of fees, dedication, reservation, or other exaction, is governed by Government Code section 66499.37

EXPIRATION

TENTATIVE MAP: Failure to record a final map within three years of the date of approval or conditional approval of a tentative map shall terminate all proceedings.

SPECIAL PERMIT: A use for which a Special Permit is granted must be established within three years after such permit is issued. If such use is not so established, the Special Permit shall be deemed to have expired.

VARIANCE: Any variance involving an action which requires a building permit shall expire at the end of three years unless a building permit is obtained within the variance term.

PLAN REVIEW: Any plan review shall expire at the end of three years unless a building permit is obtained within the plan review term.

NOTE: Violation of any of the foregoing conditions will constitute grounds for revocation of this permit. Building permits are required in the event any building construction is planned. The County Assessor is notified of actions taken on rezoning, special permits and variances.

APPEALS

Appeals of the Planning And Design Commission decision of this item to the City Council must be filed at 300 Richards Boulevard, 3rd Floor, within 10 calendar days of this meeting, on or before June 22, 2015. If the 10th day falls on a Sunday or holiday, the appeal may be filed on the following business day.

Findings of Fact and Conditions of Approval
Curtis Park Village Fuel Center (P14-036)
Northwest Corner of Crocker Road and Sutterville Road, Sacramento, CA

A&B. Environmental Impact Report Addendum and Mitigation Monitoring Program:

1. The Planning and Design Commission of the City of Sacramento finds as follows:

   a. On April 1, 2010, pursuant to the California Environmental Quality Act (Public Resources Code §21000 *et seq*. ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq*.), and the City of Sacramento environmental guidelines, the City Council certified an environmental impact report (EIR). Having reviewed and considered the information contained in the EIR, THE City Council on September 28, 2010 adopted findings of fact

and findings of overriding consideration, adopted a mitigation monitoring program, and approved the Curtis Park Village project (P04-109) (Project).

b. The Curtis Park Village Fuel Island project (P14-036) (Fuel Island Project) requests approval of a conditional use permit and site plan and design review to install and operate a fuel island in the Curtis Park Village Planned Unit Development.

c. Staff has determined that the Fuel Island Project does not require the preparation of a subsequent EIR. An Addendum to the previously certified Curtis Park Village EIR has been prepared to address the Fuel Island Project.

2. The Planning and Design Commission has reviewed and considered the information contained in the previously certified EIR for the Curtis Park Village Project, the previously adopted findings of fact and findings of overriding consideration, the Addendum, and all oral and documentary evidence received during the hearing on the Fuel Island Project. The Planning and Design Commission has determined that the previously certified EIR and the Addendum constitute an adequate, accurate, objective, and complete review of the proposed Fuel Island Project and finds that no additional environmental review is required based on the reasons set forth below:

a. No substantial changes are proposed by the Fuel Island Project that will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

b. No substantial changes have occurred with respect to the circumstances under which the Fuel Island Project will be undertaken which will require major revisions to the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

c. No new information of substantial importance has been found that shows any of the following:

i. The Fuel Island Project will have one or more significant effects not discussed in the previously certified EIR;

ii. Significant effects previously examined will be substantially more severe than shown in the previously certified EIR;

iii. Mitigation measures previously found to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the Fuel Island Project; or

iv. Mitigation measures which are considerably different from those analyzed in the previously certified EIR would substantially reduce one or more significant effects on the environment.

3. Based on its review of the previously certified EIR for the Curtis Park Village Project, the previously adopted findings of fact and findings of overriding consideration, the Addendum, and all oral and documentary evidence received during the hearing on the Fuel Island Project, the Planning and Design Commission finds that the EIR and Addendum reflect the Planning and Design Commission's independent judgment and analysis, certifies the Curtis Park Village EIR and the Addendum for the Fuel Island Project, and readopts the findings of fact and findings of overriding consideration .

4. The mitigation monitoring program for the Curtis Park Village Project is adopted for the Fuel Island Project, and the mitigation measures shall be implemented and monitored as set forth in the program, based on the following findings of fact:

   a. The mitigation monitoring program has been adopted and implemented as part of the Curtis Park Village Project;

   b. The Addendum to the EIR does not include any new mitigation measures, and has not eliminated or modified any of the mitigation measures included in the mitigation monitoring program;

   c. The mitigation monitoring program meets the requirements of CEQA section 21081.6 and CEQA Guidelines section 15091.

5. Upon approval of the Project, the City Manager shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

6. The documents and other materials that constitute the record of proceedings upon which the Planning and Design Commission has based its decision are located in the City of Sacramento Community Development Department, Environmental Planning Services, 300 Richards Boulevard, Sacramento, CA 95811-0218. The custodian of these documents and other materials is the Community Development Department, Environmental Planning Services.

C. The **Conditional Use Permit** to establish a 16 pump gas station on 0.46 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development is approved based on the following findings of fact:

1. The proposed use and its operating characteristics are consistent with the General Plan, in that with the original adoption of the Curtis Park Village, the City Council found the Shopping Center (SC) Zone and the Curtis Park Village PUD to be consistent with the General Plan and its Traditional Center designation. Approval of the requested CUP will not preclude the ability to provide neighborhood serving commercial uses across the balance of the 11.8 acres Southern Commercial Area. Additionally, staff finds that the proposed project is consistent with General Plan policy to provide a compatible and complimentary mix of uses and does not conflict with the General Plan policy discouraging low-intensity and auto-oriented uses around transit stations.

2. The proposed use and its operating characteristics are consistent with the applicable standards, requirements, and regulations of the zoning district in which it is located, and of all other provisions of the code, in that the proposed use is allowed in the Shopping Center Zone subject to the approval of a conditional use permit. The proposed gas station is consistent with the Curtis Park Village PUD Guidelines and Schematic Plan with respect to land use, site layout, and building design.

3. The proposed use is situated on a parcel that is physically suitable in terms of location, size, topography, and access, and that is adequately served by public services and utilities as the proposed gas station can be established on the site without deviating from the Planning and Development Code or the PUD Guidelines. Public services and utilities will be available to development on the site.

4. The proposed use and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance, in that:

    a. The estimated cancer risk would be within an acceptable range and would be below the California Environmental Quality Act (CEQA) thresholds of significance;

    b. The total peak hour and daily traffic volumes would be lower than those utilized for traffic analysis in the original Curtis Park Village (EIR) and all vehicle queuing will occur on-site;

    c. The hours of operation of the facility will be restricted to the hours between 6:00am and 10:00pm;

d. Lighting is required to be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public; and

e. No illuminated signage will be allowed to face residential properties and any illuminated signage will be dimmed or shut off at close of business.

D. The **Site Plan and Design Review** for a new gas station is approved based on the following findings of fact:

1. The design, layout, and physical characteristics of the proposed gas station are consistent with the General Plan and the Curtis Park Village Planned Unit Development.
2. The design, layout, and physical characteristics of the gas station are consistent with the Curtis Park Village PUD Guidelines and with all applicable development standards.
3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed gas station and comply with all applicable design guidelines and development standards.
4. The design, layout, and physical characteristics of the proposed gas station are visually and functionally compatible with the surrounding neighborhood.
5. The design, layout, and physical characteristics of the proposed gas station ensure energy consumption is minimized as it allows individuals to reduce vehicle trips by providing a range of commercial services and retail uses in one commercial center.
6. The design, layout, and physical characteristics of the proposed gas station are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that the proposed gas station:

   a. Is consistent with the Curtis Park Village Schematic Plan and PUD Guidelines.

   b. Is designed and will be operated so as to not cause vehicle queuing to affect any City streets or sidewalks.

   c. Is finished with materials compatible with adjacent uses and the surrounding neighborhood.

   d. Will provide lighting designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public.

   e. Will not provide illuminated signage facing residential properties and any illuminated signage will be dimmed or shut off at close of business.

f. Landscaping will be provided around the gas station to diminish the effect of vehicle headlights on adjacent properties.

Conditions of Approval

C. The **Conditional Use Permit** to establish a 16 pump gas station on 0.46 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development is approved subject to the following conditions:

Planning

C1. The developer shall obtain all necessary building permits prior to construction.

C2. Development of the project site shall be in compliance with the attached site plan and elevation exhibits.

C3. Hours of operation shall be limited to the hours between 6:00 am and 10:00 pm.

C4. Any modification to the project shall be subject to review and approval by Planning Staff prior to the issuance of building permits. Any significant modification to the project may require subsequent entitlements.

C5. The developer shall comply with all applicable requirements included in the Curtis Park Village Mitigation Monitoring Plan (P04-109).

C6. The proposal is required to meet the Sacramento City Code regulations regarding bicycle parking (Section 17.608.030). Bicycle parking shall be located in a secure area located in close proximity to doors and/or windows.

C7. Trash receptacles shall be placed at the kiosk entry and at the fuel islands for use by customers.

C8. Final landscaping plans are subject to review by Planning Staff prior to the issuance of Building Permits. Low height landscaping, including shrubs, shall be maintained at a height of three feet to provide screening for vehicle headlights. Lower tree canopies should be above six feet to increase natural surveillance. Tree canopies should not interfere with or block overhead lighting.

C9. No mechanical auto repair or auto body repair shall take place on the premises.

C10. All signage for the site including, but not limited to, monument signs, entry

signs, business identification and address signs, trash enclosure signs, and directional signage shall be subject to the issuance of sign permits. All signage shall comply with the Curtis Park Village PUD Guidelines.

C11. The gas station shall be developed and operated as a Safeway gas station. Modifications to this condition shall be subject to modification by the Planning and Design Commission

Public Works

C12. Construct standard public improvements as noted in these conditions pursuant to Title 18 of the City Code. Improvements shall be designed to City Standards and assured as set forth in Section 18.04.130 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Any public improvement not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk adjacent to the subject property (Crocker Drive) per City standards to the satisfaction of the Department of Public Works.

C13. All new and existing driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works.

C14. Reciprocal access easements are required for shared use of the driveways w/ the adjacent parcels, if not already in place.

C15. The site plan shall conform to A.D.A. requirements in all respects. This shall include the replacement of any curb ramp that does not meet current A.D.A. standards.

C16. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height at maturity. The area of exclusion shall be determined by the Department of Public Works.

C17. The applicant shall provide a signage and markings package (signs, pavement striping, legends and arrows) for on-site circulation and fueling lane queuing to the satisfaction of the Department of Public Works.

C18. The applicant shall be responsible to monitor the daily operations of the fueling facilities so that traffic does not queue back to either Crocker Drive or to the signalized shared access easement. In the case there is vehicular queuing onto

any City streets or the operations of the shared access easement as a result of on-site circulation associated with the project site, subject to a request of the City Traffic Engineer, the applicant shall be responsible to incorporate and implement additional measures to improve on-site circulation as to not back up onto City streets and the access easement to the satisfaction of the Department of Public Works (refer to the traffic study recommendations dated April 10th, 2015).

C19. Fuel deliveries to the proposed fuel center shall occur outside of the weekday peak hours (7-9 am and 4-6 pm) or the mid-day weekend peak hours (11 am – 2 pm).

C20. The applicant shall have an attendant on-site during the fueling facility operational hours to direct on-site traffic circulation, assist customers, and place on-site directional cones/ lane dividers and other related traffic control measures, etc.

Police

C21. Exterior lighting shall be white light (e.g. metal halide, LED, fluorescent, or induction) using cut off or full cut off fixtures to limit glare and light trespass (proposed ENTRANCE fixture does not meet these requirements). Exterior lighting shall be maintained and operational and shall meet IESNA standards.

C22. Proposed wall sconce fixtures or other full cut off fixtures shall be used to illuminate the East, South, and West sides of the kiosk.

Landscaping:

C23. Canopies should not interfere with or block lighting. This creates shadows and areas of concealment.

C24. The landscaping plan shall allow for proper illumination and visibility regarding lighting and surveillance cameras through the maturity of trees and shrubs.

Mechanical Security:

C25. Business shall be equipped with a monitored burglary alarm system with private security response.

C26. UL listed central station silent robbery alarm system shall be employed at the point of sale and near the safe(s). Cellular back-up is recommended.

C27. All solid core exterior doors shall be equipped with a 180 degree viewing device to screen persons before allowing entry, and shall remain locked at all times except for emergencies and deliveries.

C28. Height markers are required on the interior doorway.

Security Cameras

C29. Recorded Video Assessment and Surveillance System (VASS) shall be employed.

C30. Cameras and VASS storage shall be digital high definition or better.

C31. VASS storage shall be kept off-site or in a secured area accessible only to management.

C32. VASS shall support standard MPEG formats.

C33. VASS shall be capable of storing no less than 30 days' worth of activity.

C34. Manager with access to VASS storage shall be able to respond within 30 minutes during business hours.

C35. Manager shall have the ability to transfer recorded data to another medium (e.g. DVD, thumb drive, etc.).

C36. VASS shall provide comprehensive coverage of:

- all points of sale
- fuel pumping and payment areas
- safe
- work room
- North and West doors
- alcohol placement areas
- areas not clearly visible from public streets
- coverage of all four (4) exterior sides of the property
- adjacent public rights of way
- at least one camera shall be positioned to get a front face shot (e.g. height strip camera)

C37. Cameras shall be equipped with low light capability, auto iris and auto focus.

Additional Conditions:

C38. Trash receptacles shall be of a design to prevent unauthorized removal of articles from the trash bin.

C39. Windows shall remain uncluttered to allow for natural surveillance.

C40. The name of the store shall be printed on any receipts.

C41. No public pay phones/telephones shall be allowed on the premises.

C42. No coin operated games or video machines shall be allowed on the premises.

C43. The applicant shall post the property No Trespassing and No Loitering. The applicant shall designate a properly permitted and approved private patrol company as agent for trespass.

C44. The applicant is responsible for reasonably controlling the conduct of persons on the site and shall immediately disperse loiterers.

C45. All dumpsters shall be kept locked.

C46. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the applicant shall be removed or painted over within 72 hours of being applied.

C47. The applicant shall be responsible for the daily removal of all litter from the site and adjacent rights of way. **During Construction**

C48. The applicant shall enclose the entire perimeter of the project with a chain link fence with necessary construction gates to be locked after normal construction hours.

C49. The location shall be monitored by security after normal construction hours during all phases of construction.

C50. Adequate security lighting shall be provided to illuminate vulnerable equipment and materials. Lighting shall be white light with full cut off fixtures.

Advisory Notes

1. City of Sacramento permits must be obtained for private patrol and alarm and camera systems.

D. The **Site Plan and Design Review** for a new gas station is approved subject to the following conditions:

<u>Planning</u>

D1. Development of the project site shall be in compliance with the attached site

plan and elevation exhibits.

D2. Any modification to the project shall be subject to review and approval by Planning Staff prior to the issuance of building permits. Any significant modification to the project may require subsequent entitlements.

D3. Stone veneer at building and canopy base shall be replaced with brick or suitable alternative material subject to approval by Design Review Staff.

D4. A minimum 5' sidewalk shall be provided for access to the fuel kiosk from Crocker Road.

D5. Decorative tubular steel fencing shall be provided between the fuel kiosk and the adjacent building.

D6. Signage shall be subject to review and approval through separate sign permit application. Signs submitted for sign permit review shall ensure that east facing signage shall not be lit and that any lit signage shall be dimmed/and or shut off at close of business.

D7. Lighting

a. Lighting shall be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public. All fixtures should be placed in a manner that avoids glare when observed from the street or other public areas.

b. All overhead lighting shall be shielded such that lighting is reflected away from residential areas and public streets.

c. Parking lot lighting shall be equipped with vandal-proof covers.

D8. All on-site crosswalks shall be striped, painted, or constructed with enhanced materials to emphasize areas shared by vehicles, pedestrians, and bicyclists.

D9. All mechanical equipment, including air and water dispensers, shall be screened from view from public streets with decorative materials and/or landscaping. All rooftop mechanical and communications equipment shall be completely screened from view from public streets at grade level by the building parapet, screen wall, and architectural projections which are integral to the building design.

<u>Utilities</u>

D10. Prior to submittal of improvement plans, prepare a project specific drainage

study for review and approval by the DOU. The drainage study shall be developed using the Master Drainage Study for the project area. Sufficient off-site and on-site spot elevations shall be provided in the drainage study to determine the direction of storm drain runoff. The drainage study shall include an overland flow release map for the proposed project.

D11. Per City Code, the Subdivider may not develop the project in any way that obstructs, impedes, or interferes with the natural flow of existing off-site drainage that crosses the property. Furthermore, all lots shall be graded so that drainage does not cross lot or property lines. The project shall construct the required public and/or private infrastructure to handle runoff to the satisfaction of the DOU. If private infrastructure is constructed to handle runoff, the applicant shall dedicate the required private easements and/or, at the discretion of the DOU, the applicant shall enter into and record an Agreement for Maintenance of Drainage with the City, in a form acceptable to the City Attorney.

D12. An on-site surface drainage system is required and shall be connected to the street drainage system by means of a storm drain service tap. The storm drain service taps shall drain on-site shed areas which are in general conformance with the master drainage study and shed map for the area or (development). All on-site systems shall be designed to the standard for private storm drainage systems (per the latest edition of: Frontage and On-Site Improvement Procedures Manual, which may be obtained from the City's Community Development Department at 300 Richards Blvd., 3rd floor).

D13. All water connections shall comply with the City of Sacramento's Cross Connection Control Policy.

D14. Per City Code 13.04.070, except for separate irrigation service connections and fire service connections, each lot or parcel shall only have one (1) metered domestic water service. Requests for multiple domestic water service connections to a single commercial lot or parcel, consistent with the DOU "Commercial Tap Policy", may be approved on a case-by-case basis by the DOU. Contact the DOU at (916) 808-1400 for a copy of the tap policy. Excess services shall be abandoned to the satisfaction of the DOU.

D15. This project is served by the Combined Sewer System (CSS). Therefore, the developer/property owner will be required to pay the Combined Sewer System Development Fee prior to the issuance of building permit. The Combined Sewer System fee at time of building permit is estimated to be $3,161.79 plus any increases to the fee due to inflation. The fee will be used for improvements to the CSS.

D16. A grading plan showing existing and proposed elevations is required. Adjacent

off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the DOU.

D17. This project will disturb more than one acre of land or is part of large common development; therefore, the project is required to comply with the State's "Construction General Permit" (Order 2009- 0009 DWQ or most current). To comply with the State Permit, the applicant must file a Notice of Intent (NOI) through the State's Storm Water Multiple Application and Report Tracking System (SMARTS), located online at http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp
A valid WDID number must be obtained and provided to the DOU prior to the issuance of any grading permits.

D18. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to prepare erosion and sediment control plans for both during and after construction of the proposed project, prepare preliminary and final grading plans, and prepare plans to control urban runoff pollution from the project site during construction.

Fire

D19. Provide the required fire hydrants in accordance with CFC 507 and Appendix C, Section C105.

D20. Timing and Installation. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. CFC 501.4

D21. Provide a water flow test. (Make arrangements at the Permit Center walk-in counter: 300 Richards Blvd,

SMUD

D22. Dedicate a 12.5-foot public utility easement for overhead/underground facilities and appurtenances adjacent to all streets except those areas adjacent to commercial development and multi-family development areas.

D23. Maintain existing overhead 21kV route.

D24. Setbacks of less than 14-feet may create clearance issues and should require the developer to meet with all utilities prior to acceptance of the tentative map. At a minimum the setback info should be placed on the tentative map for review.

D25. Building foundations must have a minimum clearance of 5-feet to a SMUD trench. Developer to verify with other utilities (gas, telephone, etc.) for their specific clearance requirements.

D26. Future SMUD facilities located on the customer's property may require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the customer's property.

D27. SMUD equipment shall be accessible to a 26,000-pound SMUD service vehicle in all weather conditions. SMUD equipment shall be no further than 15-feet from a drivable surface. The drivable surface shall have a minimum width of 20-feet.

D28. If proper clearances from the building cannot be maintained, the developer will need to work with SMUD to relocate or underground the facilities. This work would be billable to the customer.

Public Works

D29. Construct standard public improvements as noted in these conditions pursuant to Title 18 of the City Code. Improvements shall be designed to City Standards and assured as set forth in Section 18.04.130 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Any public improvement not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk adjacent to the subject property (Crocker Drive) per City standards to the satisfaction of the Department of Public Works.

D30. All new and existing driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works.

D31. Reciprocal access easements are required for shared use of the driveways w/ the adjacent parcels, if not already in place.

D32. The site plan shall conform to A.D.A. requirements in all respects. This shall include the replacement of any curb ramp that does not meet current A.D.A. standards.

D33. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be

limited 3.5' in height at maturity. The area of exclusion shall be determined by the Department of Public Works.

D34. The applicant shall provide a signage and markings package (signs, pavement striping, legends and arrows) for on-site circulation and fueling lane queuing to the satisfaction of the Department of Public Works.

D35. The applicant shall be responsible to monitor the daily operations of the fueling facilities so that traffic does not queue back to either Crocker Drive or to the signalized shared access easement. In the case there is vehicular queuing onto any City streets or the operations of the shared access easement as a result of on-site circulation associated with the project site, subject to a request of the City Traffic Engineer, the applicant shall be responsible to incorporate and implement additional measures to improve on-site circulation as to not back up onto City streets and the access easement to the satisfaction of the Department of Public Works (refer to the traffic study recommendations dated April 10th , 2015).

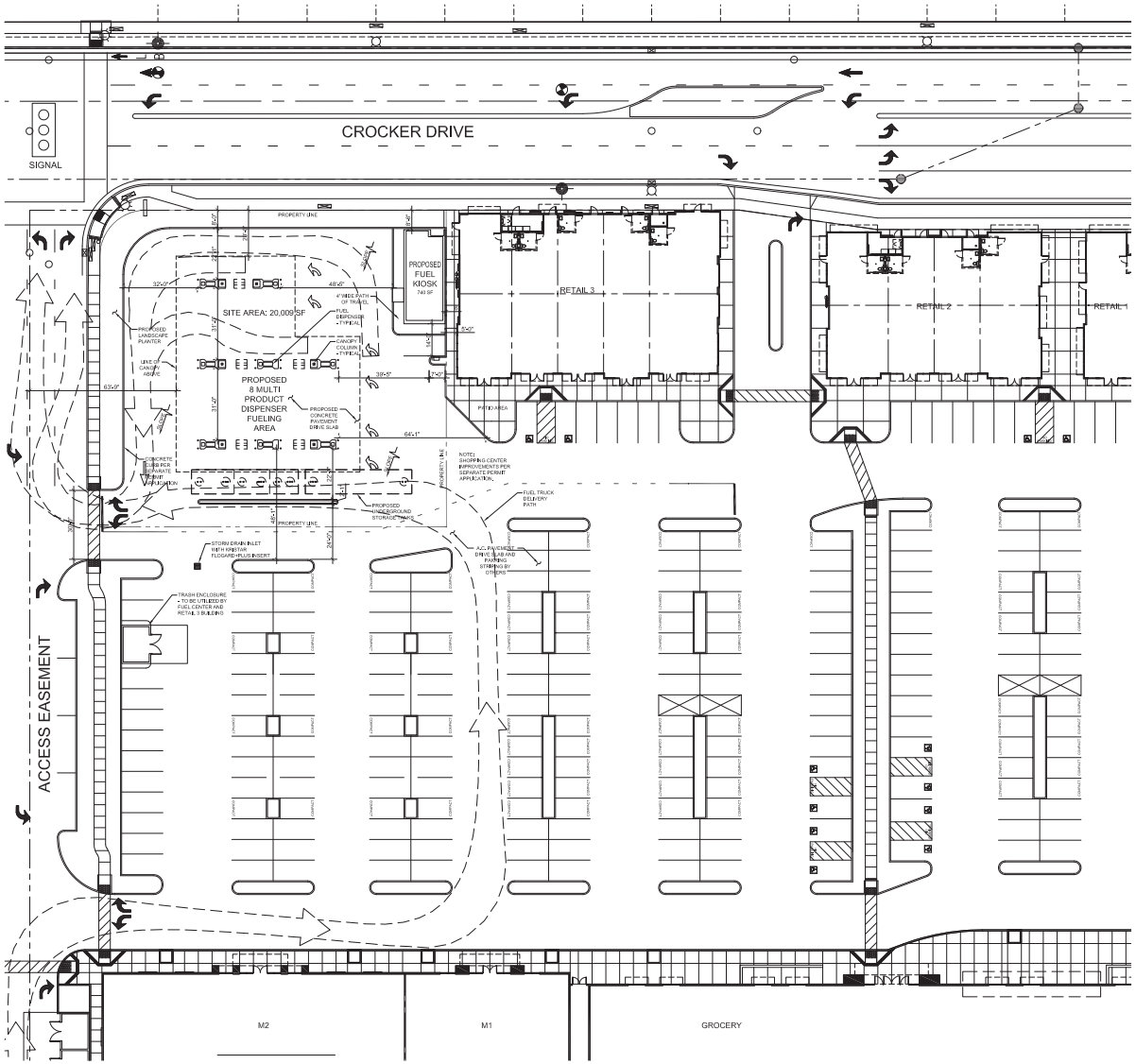
D36. Fuel deliveries to the proposed fuel center shall occur outside of the weekday peak hours (7-9 am and 4-6 pm) or the mid-day weekend peak hours (11 am – 2 pm).

D37. The applicant shall have an attendant on-site during the fueling facility operational hours to direct on-site traffic circulation, assist customers, and place on-site directional cones/ lane dividers and other related traffic control measures, etc.

Advisory Notes

1. The on-site storm water treatment control measures required may affect site design and site configuration and should be considered during early planning stages.
2. The proposed project is located in the Flood zone designated as an X zone on the Federal Emergency Management Agency (FEMA) Federal Insurance Rate Maps (FIRMs) dated August 16th, 2012. Within the X zone, there are no requirements to elevate or flood proof.

Exhibit 1a - Site Plan



INDEX OF DRAWINGS

SHT.	CONTENT
A1.1	SITE PLAN
A1.2	OVERALL SITE PLAN
A2.1	KIOSK FLOOR AND ROOF PLANS
A2.2	KIOSK ELEVATIONS
A2.3	CANOPY ELEVATIONS
A3.1	STREET ELEVATIONS, TRASH ENCLOSURE, AND LIGHT FIXTURES
L1.1	LANDSCAPE PLAN
R1	RENDERING - KIOSK ELEVATIONS
R2	RENDERING - CANOPY ELEVATIONS

VICINITY MAP

PROJECT DIRECTORY

OWNER:
POC CONSTRUCTION COMPANY INC.
625 R STREET, SUITE 300
SACRAMENTO, CA 95814
TEL: (916) 443-4400
FAX: (916) 443-0313
DIRECT: (916) 413-4236
CONTACT: PHIL HARRIS / DR. CHARLI PONKIM
E-MAIL: PHIL@PETRONICODEVELOPMENT.COM
CHARLI@PETRONICHDEVELOPMENT.COM

PLANS PREPARED BY:
LHB & ASSOCIATES, LTD.
862 PACIFIC STREET, SUITE 120
SAN LUIS OBISPO, CALIFORNIA 93401
TEL: (805) 546-9240
FAX: (805) 546-9241
CONTACT: JIM BEARD, RCE 76,916
E-MAIL: JRB@LHBASSOC.COM

PROJECT SUMMARY

DESCRIPTION	
ADDRESS	SUTTER/VILLE ROAD AND CROCKER ROAD SACRAMENTO, CA 95818
COMMUNITY	CITY OF SACRAMENTO
COUNTY	SACRAMENTO
JURISDICTION	CITY OF SACRAMENTO
ASSESSORS PARCEL NUMBER	013-0010-035
GROSS LOT SIZE	7.20 ACRES
NET LOT SIZE	6.92 ACRES
FUEL CENTER LOT SIZE	20,009 SQUARE FEET= 0.46 ACRES
LOT COVERAGE	34.7%
PARKING	
REQUIRED	1
PROVIDED	1
CRITERIA	
BUILDING CODES	2013 CALIFORNIA BUILDING CODE (CBC) 2013 CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) MANDATORY LEVEL 2013 CALIFORNIA MECHANICAL CODE (CMC) 2013 CALIFORNIA PLUMBING CODE (CPC) 2013 CALIFORNIA ELECTRIC CODE (CEC) 2013 CALIFORNIA FIRE CODE (CFC) 2013 CALIFORNIA ENERGY CODE CALIFORNIA STATE FIRE MARSHAL REQUIREMENTS (SFM) CITY OF SACRAMENTO FIRE DEPARTMENT REQUIREMENTS
DISABLED ACCESSIBILITY	FEDERAL FAIR HOUSING AMENDMENTS ACT OF 1988 (FHA) CALIFORNIA DISABLED ACCESS REGULATIONS (1997) AMERICANS WITH DISABILITIES ACT, TITLE III (ADA) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) SECTION 504 OF THE REHABILITATION ACT OF 1973 UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS)

STAMP

REVISIONS

SUBMITAL DATES

OWNER: –

BUILDING DEPT: –

DATE: 6 JUNE 2014

architecture engineering
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San Luis Obispo, CA 93401
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fax 805.546.9241
www.LHBassoc.com

PROJECT NO.
11-10-3013

DRAWN BY: JRB

CHECKED BY: JRB

CURTIS PARK VILLAGE FUEL CENTER

CURTIS PARK VILLAGE DRIVE SACRAMENTO, CA

SHEET TITLE
SITE PLAN

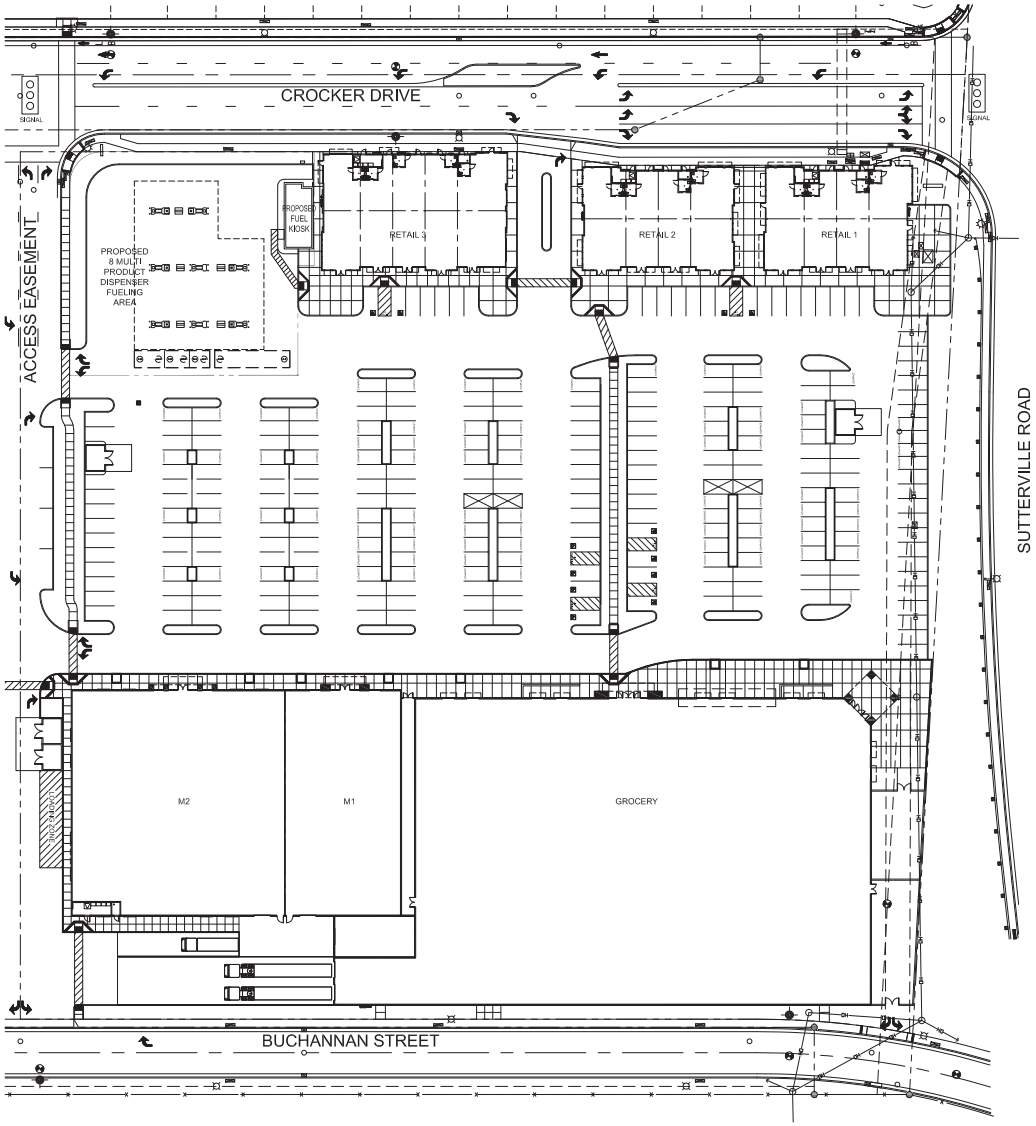
1 SITE PLAN
1" = 20'-0"
RE:

(GRAPHIC SCALE)
20 0 10 20 40
(IN FEET)

SHEET NO.
A1.1

4/17/15 01:21 PM

Exhibit 1b - Commercial Center Site Plan



1 SITE PLAN
1" = 30'-0"
RE:

(GRAPHIC SCALE)
30 0 15 30 60
(IN FEET)

STAMP

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SUBMITTAL DATES

OWNER: –

BUILDING DEPT: –

O.T.B.: 6 JUNE 2014

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PROJECT NO.
11-10-3013

DRAWN BY:
JRB

CHECKED BY:
JRB

CURTIS PARK VILLAGE FUEL CENTER

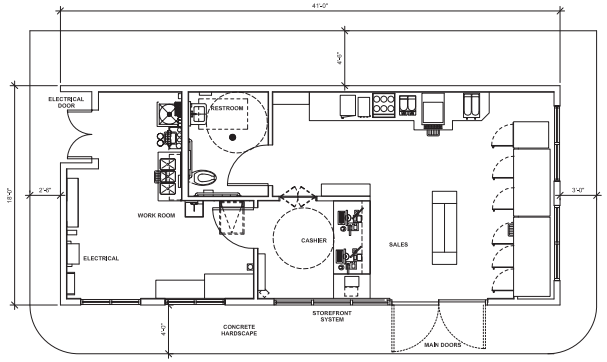
CURTIS PARK VILLAGE DRIVE
SACRAMENTO, CA

SHEET TITLE
OVERALL SITE PLAN

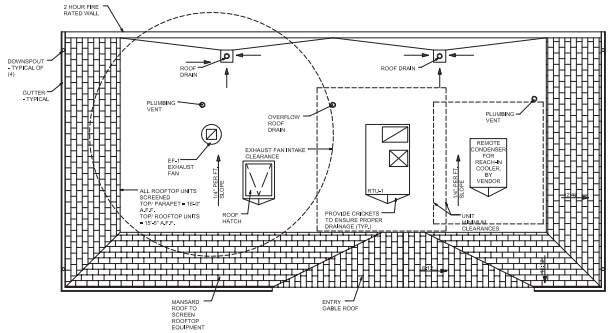
SHEET NO.
A1.2

7/09/14 09:53 AM

Exhibit 1c - Kiosk Floor Plan



1 FLOOR PLAN
1/4" = 1'-0"
RE:



2 ROOF PLAN
1/4" = 1'-0"
RE:

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SUBMITAL DATES

OWNER: --

BUILDING DEPT: --

O.T.B.: 6 JUNE 2014

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PROJECT NO. 11-10-3013

DRAWN BY: JRB

CHECKED BY: JRB

CURTIS PARK VILLAGE FUEL CENTER

CURTIS PARK VILLAGE DRIVE SACRAMENTO, CA

SHEET TITLE
KIOSK FLOOR AND ROOF PLANS

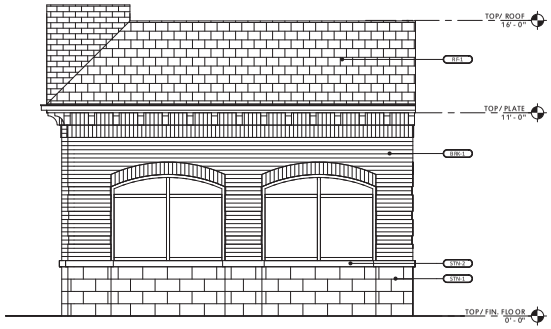
(GRAPHIC SCALE)
4 0 2 4 8
(IN FEET)

SHEET NO.
A2.1

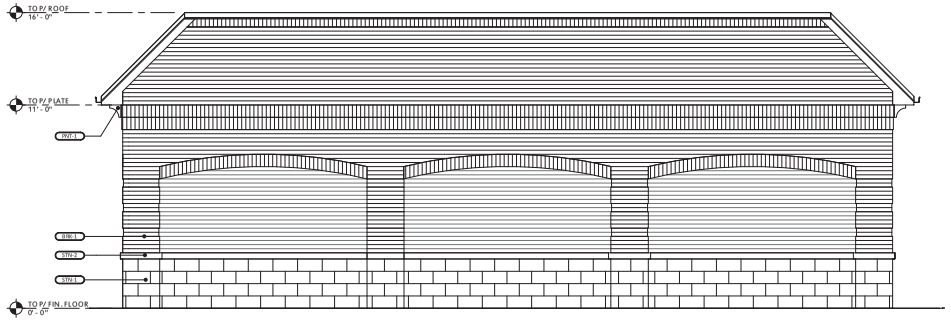
7/08/14 10:21 PM

Exhibit 1d - Kiosk Elevations

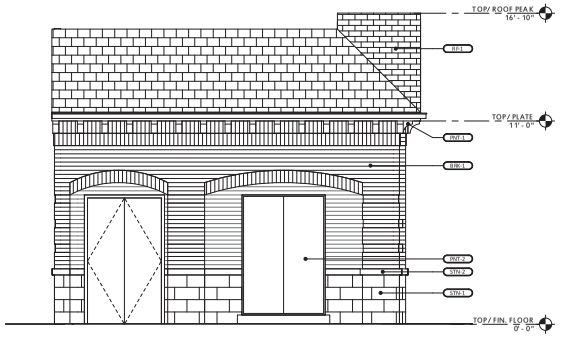
1 KIOSK - NORTH ELEVATION
3/8" = 1'-0"



2 KIOSK - WEST ELEVATION
3/8" = 1'-0"



3 KIOSK - SOUTH ELEVATION
3/8" = 1'-0"



4 KIOSK - EAST ELEVATION
3/8" = 1'-0"

MATERIAL KEYNOTES

BRK-1	MODULAR FACE BRICK IN RUNNING BOND. COLOR: RED, TBD
MTL-2	ALUMINUM WINDOW FRAMES. COLOR: DARK BRONZE ANODIZED
PNT-1	ROOF TRIM & DENTILS TO BE PAINTED. COLOR: WHITE RUSSIAN
PNT-2	DOORS AND FRAMES TO BE PAINTED. COLOR TO MATCH ADJACENT BRICK.
RF-1	FAUX-SLATE ASPHALT SHINGLES OVER ROOF STRUCTURE. COLOR: SLATE
STN-1	ASHLAR LIMESTONE BASE. MANUF: ELDORADO STONE. COLOR: YORK BLEND
STN-2	CHISELED LIMESTONE SILL. MANUF: ELDORADO STONE. COLOR: BUCKSKIN

DG PA rchitecture

NO.	DATE	BY	REVISIONS DESCRIPTION

KIOSK ELEVATIONS

DRAWN BY: SD

REVIEWED: Checker

DATE: 6/27/14

FUEL CENTER

STORE NO. ####

Curtis Park Village D...
Sacramento, CA

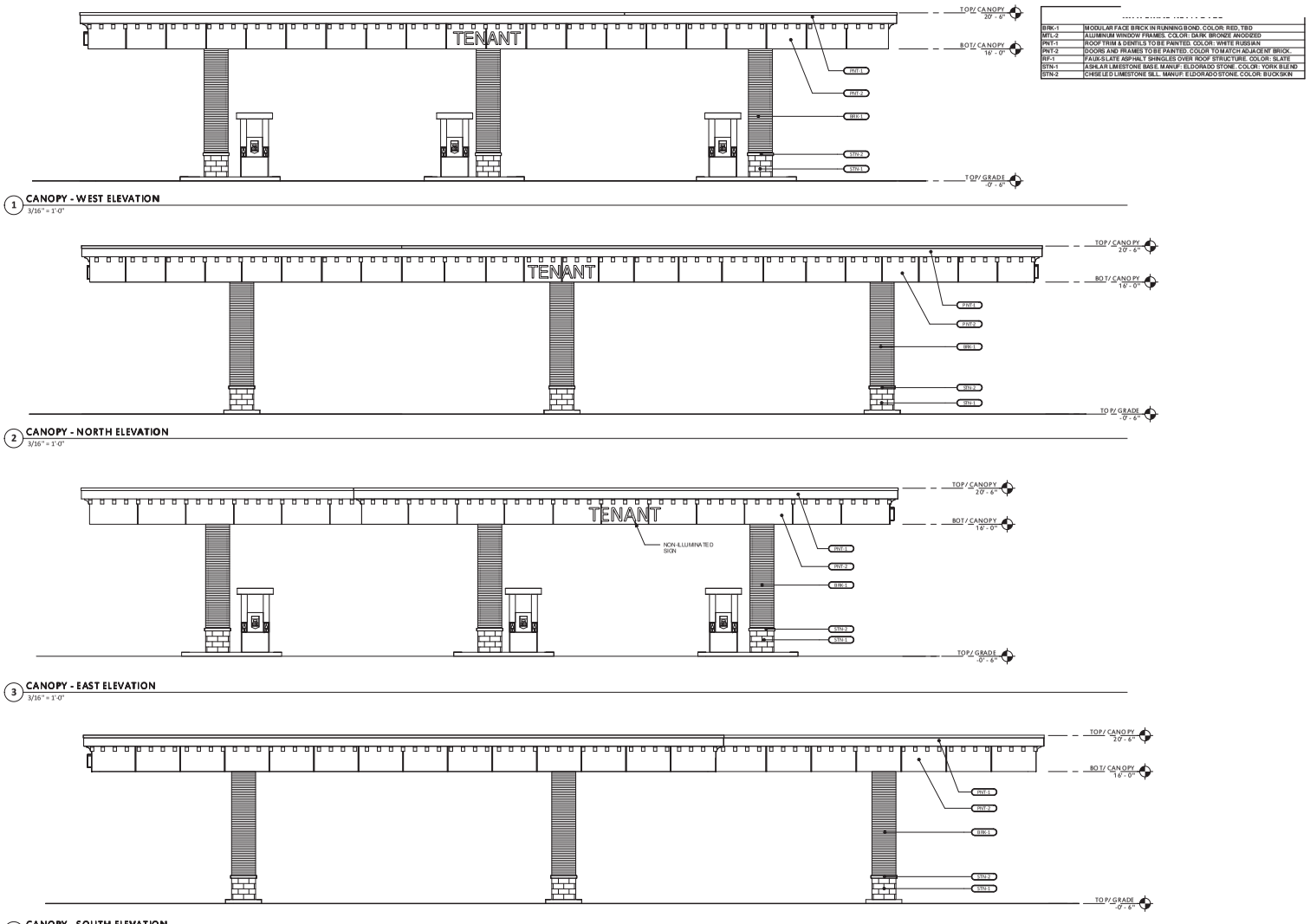
A2.2

PROPOSED GAS STATION KIOSK

CURTIS PARK VILLAGE
SACRAMENTO, CA

DG PArchitecture

Exhibit 1e - Canopy Elevations



BRK-1	MODULAR FACE BRICK IN RUNNING BOND. COLOR: RED, TBD
MTL-2	ALUMINUM WINDOW FRAMES. COLOR: DARK BRONZE ANODIZED
PNT-1	ROOF TRIM & DENTILS TO BE PAINTED. COLOR: WHITE RUSSIAN
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STN-1	ASHLAR LIMESTONE BASE. MANUF: ELDORADO STONE. COLOR: YORK BLEND
STN-2	CHISELED LIMESTONE SILL. MANUF: ELDORADO STONE. COLOR: BUCKSKIN

DG PArchitecture

NO.	DATE	BY	REVISIONS DESCRIPTION

CANOPY ELEVATIONS

DRAWN BY: SD

REVIEWED: Checker

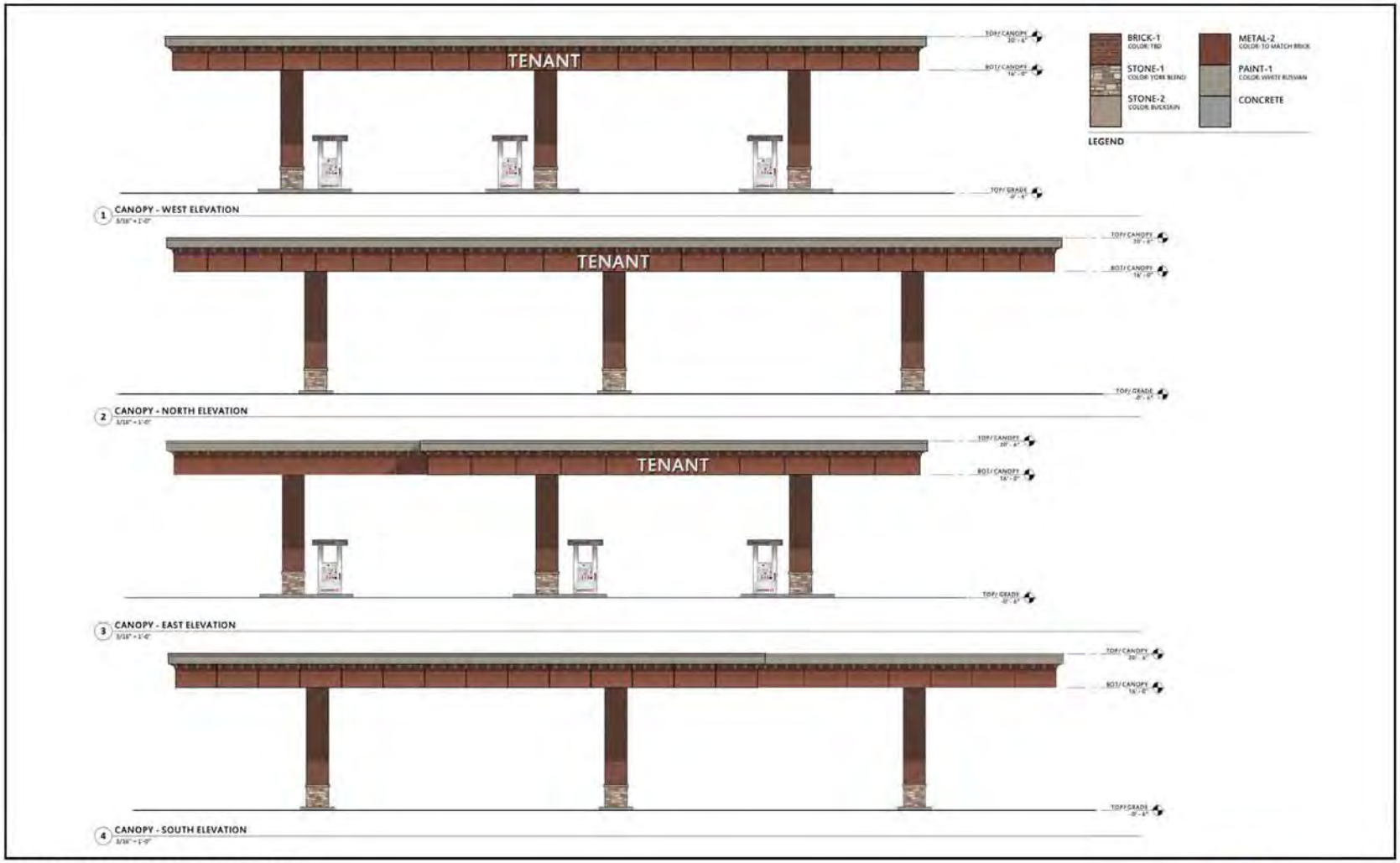
DATE: 5/27/14

FUEL CENTER

STORE NO.: ####

Curtis Park Village D...
Sacramento, CA

A2.3



PROPOSED GAS STATION CANOPY

CURTIS PARK VILLAGE
SACRAMENTO, CA

DG PArchitecture

Exhibit 1f - Site Elevations

1 PRECEDENT IMAGES
RE:

2 CROCKER DRIVE / EAST ELEVATION
RE:

ENTRANCE
COLOR: DARK BRONZE

WALL SCONCE ABOVE DOOR AND WALL WASH
COLOR: DARK BRONZE

3 LIGHT FIXTURES
RE:

STAMP

REVISIONS

SUBMITAL DATES

OWNER: --

BUILDING DEPT: --

O.T.B.: 6 JUNE 2014

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PROJECT NO. 11-10-3013

DRAWN BY: JRB

CHECKED BY: JRB

CURTIS PARK VILLAGE FUEL CENTER

CURTIS PARK VILLAGE DRIVE SACRAMENTO, CA

SHEET TITLE
STREET ELEVATIONS, TRASH ENCLOSURE, AND LIGHT FIXTURES

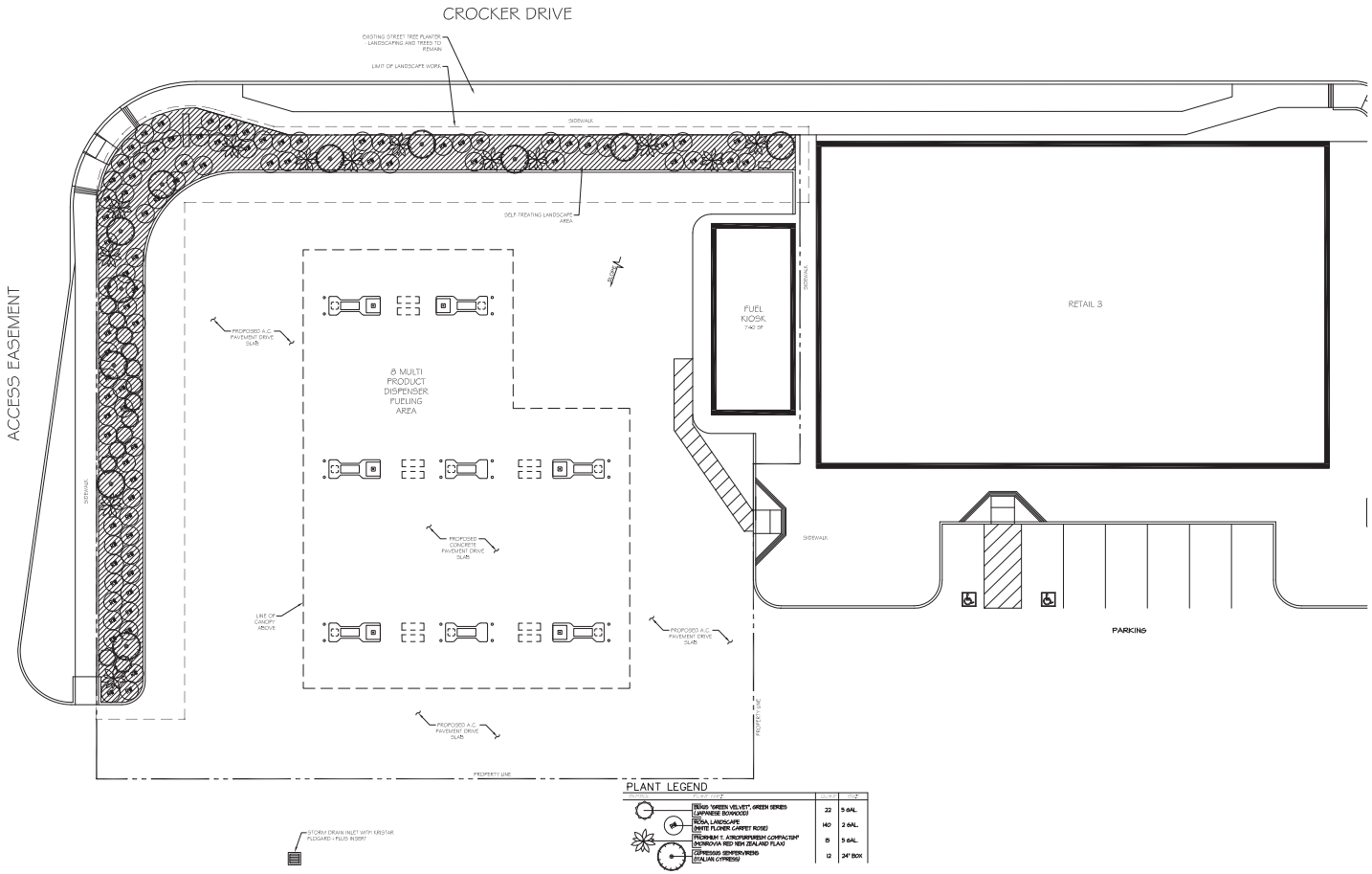
SHEET NO.
A3.1

7/08/14 10:13 PM

Exhibit 1g - Landscape Plan

IMPERVIOUS AREA: 1,126 SQUARE FEET
LANDSCAPE AREA: 2,468 SQUARE FEET

SHADED AREA: 5,730 SQUARE FEET (FUEL CANOPY)



PLANT LEGEND

SYMBOL	PLANT NAME	QUANTITY	SIZE
	ROSA 'GREEN VELVET', GREEN SERIES (JAPANESE BONNOON)	22	5 GAL.
	ROSA, LANDSCAPE (WHITE FLOWER CARPET ROSE)	140	2 GAL.
	PHORMIUM T. 'AIRCOFARMREM COMPACTUM' (MORIOVIA RED NEW ZEALAND FLAX)	15	5 GAL.
	CUPRESSUS SEMPERVIRENS (ITALIAN CYPRESS)	12	24" BOX

GROUND COVERS

"STRAWN" REDWOOD BARK" MULCH, 3" DEEP LAYER, WITH PRE-EMERGENT HERBICIDE

1 LANDSCAPE PLAN
1" = 10'-0"
RE:

(GRAPHIC SCALE)
10 0 5 10 20
(IN FEET)

STAMP

REVISIONS

SUBMITAL DATES

OWNER: -

BUILDING DEPT: -

C.T.B.J. 6 JUNE 2014

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PROJECT NO.
11-10-2013

DRAWN BY:
JRB

CHECKED BY:
JRB

CURTIS PARK VILLAGE FUEL CENTER

CURTIS PARK VILLAGE DRIVE SACRAMENTO, CA

SHEET TITLE
LANDSCAPE PLAN

SHEET NO.
L1.1

7/29/14 09:52 AM

SACRAMENTO
Community Development

300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Help Line: 916-264-5011
CityofSacramento.org/dsd

Appeal Decision
City of Sacramento Planning and Design Commission

Date: 6/19/2015

To the Planning Director:

I do hereby make application to appeal the decision of the City Planning and Design Commission on June 11, 2015 (hearing date), for project number P 14-036.

XXX Granted by the City Planning Commission
____ Denied by the City Planning Commission

Property Location: NW Corner of Sutterville & Crocker Road

Grounds For Appeal: (explain in detail, you may attach additional pages)
Please see attached

Appellant: SCNA, Eric Johnson, Andrea Rosen (please print) Daytime Phone: (916) 524-4311

Address: 2791 24th Street, Sacramento, CA 95818

Appellant's Signature: [signature] for SCNA

Please note that once this application is submitted to the City of Sacramento, your information may be subject to public record. However, please note that the City will not sell your data or information for any purposes.

THIS BOX FOR OFFICE USE ONLY

Filing Fee Received: Applicant ($4,000) ____ Or Third Party ($298) 6-19-15
Received By: P Morgan Date: 6-19-15
Distribute Copies to: Planning Director
Principal Planner ____ Project Planner (original) ____

Submit the Appeal Form to 300 Richards Blvd, 3rd Floor, Community Development Department Public Counter, between 9AM to 4 PM on weekdays.

RECEIVED
JUN 19 2015
BY: P Morgan

Attachment to Appeal of Sierra Curtis Neighborhood Association ("SCNA"), Eric Johnson and Andrea Rosen ("Appellants")

As described in much greater detail in prior written (reference list provided below) and oral comments provided to the Planning and Design Commission, along with further explication that may be submitted to the Council, Appellants appeal the actions of the Planning and Design Commission to adopt a CEQA Addendum and issue a conditional use permit ("CUP") for the proposed Curtis Park fuel center, Project P14-036 ("Project") on the following grounds:

1. **Approval of the Project is "detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood."**

   The California Air Resources Board ("CARB"), the state agency with expertise on air emissions and associated human health risks, has provided specific guidance to local agencies on the proper location of a large fuel center such as this (i.e. defined as higher throughput than 3.5 million gallons/year). CARB has very clearly articulated a guidance policy that local agencies should not allow location of large fuel centers within 300 feet of sensitive receptors. Here, the Project has more than two times that throughput (7.46 million gallons) and yet is located merely 85 feet from the nearest sensitive receptor (houses). The Sacramento Metropolitan Air Quality Air District ("SMAQMD") has issued no land use guidance on the siting of fuel centers to date.

2. **The proposed Fuel Center is fundamentally inconsistent with the Curtis Park Village Development Guidelines (P04-109) adopted by the City Council in 2010 and which have the force of law.**

   Please see attached letter of November 15, 2014 for reference. Briefly, the overriding goal of the development guidelines for this infill development was to ensure a high degree of compatibility with the existing neighborhood and to blend in as much as possible. It is not the design of the proposed fuel center that is inconsistent with the Development Guidelines, it is the use itself. A fuel center use is inimical to the specific goals and objectives of the Development Guidelines because it contradicts the goal of maximizing opportunities for efficient transit provided by public transportation. Further the Streetscape and Circulation requirements for Curtis Park Village call for an intimacy of scale and a sense of community that will invite pedestrian use and interaction. A large fuel center, whose very purpose is to attract enough cars to pump 7.45 million gallons of gas each year, located at a critical corner of the Traditional Shopping Center, will thwart that goal. The City has yet to further specify the General Plan definition of a Traditional Center in its infill sites, which vary considerably one from the other. There is no dispute,

however, that a Traditional Center designation emphasizes walkable neighborhoods and that people don't walk to a gas station, they drive. We note that this proposed fuel center is designed to service 16 cars simultaneously.

The fact that a gas station is an allowed use in the Shopping Center – PUD zone is irrelevant. A gas station requires a conditional use permit precisely so the City can judge each of these specific proposed uses on a site-specific basis. Fraternity and sorority houses are an allowed use as are bars, nightclubs, drive-in theaters and kennels. Most notably, heliports, correctional facilities, standalone parking facilities, and surface mining operations are all allowed uses in the SC-PUD zone. It is very likely that the City Council would not find many of these uses compatible with a development the City itself characterized as " its pre-eminent infill development" when it sought over $11 million in Proposition 1C funds from the State on behalf of this developer.

3. **The City's reliance on a CEQA Addendum is legally deficient.**

   a. The Curtis Park Village, as revised by the Project, will result in significant TAC emissions that were not disclosed in the prior EIR thereby necessitating a Supplemental EIR. The CEQA Addendum relies on a health risk assessment for TAC emissions that was anything but objective, followed a questionable methodology intended to justify maximum throughput, and failed to analyze the combined health risk of all sources of TACs associated with the Curtis Park Village project. Substantial evidence in the record establishes the Project, viewed in isolation, will result in significant health impacts resulting from TAC emissions. The combined health risk with other emission sources associated with the Curtis Park Village (i.e. mobile sources) further exacerbates that significant health risk.

   b. The Project requires a Supplemental EIR because the routine transport and use of hazardous materials (such as gasoline) requires wholesale revision to the prior EIR's analysis of hazardous materials. The City may not rely on or incorporate by reference or otherwise rely on the City's 2035 General Plan Master EIR to avoid preparing the required Supplemental EIR.

   c. The CEQA Addendum does not provide substantial evidence that the Project will not result in new, or significantly exacerbated, traffic impacts. The Addendum's traffic study does not account for the significant difference trip generation rates between a loyalty discount fuel center and an ordinary gas station.

4. **The CEQA Addendum itself is legally deficient.**

   a. The CEQA Addendum does not satisfy the City's duty to analyze whether the Curtis Park Village project, as revised by the Project, will result in significant toxic air contaminant ("TAC") impacts than previously disclosed in the prior EIR. Instead, it analyzes the TAC impacts in isolation.

   b. The CEQA Addendum was based on information provided by consultants hired by the applicant, and was not independently reviewed and analyzed by the City. The CEQA Addendum does not represent an objective analysis of the Project's environmental impacts.

   c. The CEQA Addendum fails as an information document with respect to the Project's human health risks from toxic air contaminants because (i) it buries the actual predicted health risk in an attachment, (ii) ignores entirely the California Air Resources Board's land use guidance to not locate large fueling centers (those with throughputs larger than 3.5 million gallons per day) within 300 feet of sensitive receptors, which the applicant is proposing to do here.

   d. The CEQA Addendum purported to rely on the City's 2035 General Plan Master EIR with respect to an analysis of hazardous materials, but the City is prohibited from doing so unless and until it performs an initial study to determine whether the Master EIR is adequate for that purpose. (Pub. Resources Code, § 21157.1.)

5. **The City's approval of the Project would violate CEQA.**

   Even if one assumes that the resulting 9.9 incremental health risk is correct, the City failed to include any enforceable design feature or condition of approval ensuring that the Project does not result in a significant TAC impact by increasing its throughput above the 7.46 million gallons described in the Addendum's attachment. The City failed to make any findings establishing that such a condition was outside the City's authority.

The following SCNA written comments, and attachments, are incorporated by reference into this list of arguments for appeal:

a. Letter of November 15, 2014
b. Letter of February 26, 2015
c. Letter of May 14, 2015 (addressed to Planning and Design Commission)
d. Letter of May 14, 2015 (addressed to Antonio Ablog)

SIERRA • CURTIS
Neighborhood Association

November 15, 2014

Antonio Ablog
City of Sacramento Planning Division
300 Richards Boulevard
Sacramento, CA 95811

Sent via email (aablog@cityofsacramento.org)

Dear Mr. Ablog:

The Sierra Curtis Neighborhood Association (SCNA) opposes the gas station and minimart proposed by Petrovich Development for Curtis Park Village, as it fails on two basic levels.

First, this project is fundamentally inconsistent with most of the Curtis Park Village Development Guidelines (P04-109), and the use itself is counter to the overall thrust of the Development Guidelines which envision an infill project serving largely the surrounding neighborhoods. A gas station was not one of the uses considered during the environmental review and the PUD zoning process that was completed in 2010. The Curtis Park neighborhood does not contain a gas station currently; instead neighbors use the many gas stations located on the major transportation corridors around our neighborhood including Sutterville, Broadway, Franklin and Freeport. We firmly believe that our neighborhood has more than enough gas stations in close proximity and we don't need another one, especially not in this location.

Second, this application is chock full of material inconsistencies on very important and basic items such as lot dimension. There are so many major omissions from this application, such as the lighting and signage proposed, that it is impossible to analyze. As submitted, it appears city staff would be unable to complete a proper review and make any type of recommendation to the Planning Commission based on the application, due to the rampant inconsistencies and omissions.

A fuel center is fundamentally inconsistent with PUD guidelines for P04-109 Curtis Park Village

The overall purpose of this PUD's development guidelines is to ensure that the proposed uses of this infill development blend with and enhance the quality of life and charm of the existing Curtis Park neighborhood. Compatibility with the existing neighborhood has been the watchword for a very long time. The proposed gas station works against this general purpose. Section 1.2 outlines the goals and objectives of this PUD; goal #4 is to "maximize opportunities for efficient transit provided by the public transportation and roadway corridors serving the site of the PUD." One of the objectives for this goal is to encourage the use of public transportation and to develop appropriate linkages to surrounding

neighborhoods including pedestrian, bicycle, vehicle and alternative transportation modes. A gas station in this location frustrates this goal.

The gas station is proposed for the corner of Crocker Drive and the shopping center access road, which was intended to be the "Main Street" for the commercial area (see 2.2 of the PUD Guidelines). This "Main Street" will be the primary pedestrian and bike route to access the bridge to the City College light rail station and builds on the already popular bike lane on Crocker Drive. It will also provide the primary pedestrian and bike access to the stores in the shopping center as well as adjacent housing. We see the construction of a major auto-attracting use on a key corner of this Traditional Shopping Center as inimical to the goals of this infill project. See 2.2 SC-PUD Zone which states: "The character of the commercial area is to be sensitively informed by the adjacent pedestrian and bicycle friendly, urban-forested neighborhoods."

Section 2.2 also notes that the location of the Shopping Center "provides a unique opportunity for the commercial area of CPV to be both economically successful and an active buffer between both the new and existing residential neighborhoods and these large transportation corridors". The placement of a gas station as part of the CPV commercial area would not provide a buffer but would instead draw large amounts of traffic from the adjacent major transportation corridors into the neighborhood.

Section 3.1 Site Design and Building Orientation lists the features that are to be encouraged for the arrangement and siting of buildings. The proposed gas station site design violates virtually every single one of these provisions.

Section 3.2 describes the building design principles and building forms for CPV's buildings. Again, the gas station use conflicts with the key concepts stated in this section: "Key concepts direct the feel of a neighborhood and determine community identity, economic vitality and levels of activity and use. Individual building forms and facades influence cohesiveness, comfort and aesthetic pride and at the same time invite usage, increase a sense of security and generate pedestrian activity." Building a gas station use at the key entry point to the traditional shopping center reduces aesthetics and decreases security for pedestrians and cyclists wishing to access the shopping center.

The mass and scale of this project also violate the CPV PUD guidelines in Section 3.2.

Section 4.1 addresses Streetscape and Circulation which notes "Curtis Park Village will have an intimacy of scale and a sense of community that will invite pedestrian use and interaction." The proposed gas station would work against this type of circulation by introducing a large number of automobiles entering and exiting the main street of the traditional shopping center with the sole purpose of purchasing gas.

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Section 4.2 Bicycle and Pedestrian Circulation correctly notes that the "success of Curtis Park Village as a community will be strongly linked to its success as a pedestrian and bicycle friendly community. Creative design solutions that further enhance the walkability and connectivity of the area are strongly encouraged." This section goes on to require that pedestrians and bicyclists be given the same importance as motor vehicles and buffer them from the street where possible. Placing a large gas station at a very central point of the new neighborhood actively discourages pedestrians and bicyclists in Curtis Park Village and violates the intent of the CPV Development Guidelines.

Furthermore, this project is not consistent with the General Plan definition of a Traditional Center[1]. The Traditional Center designation emphasizes walkable neighborhoods; people don't walk to a gas station. Gas stations are, by definition, designed to attract motor vehicles, which degrade the pedestrian experience and contravene the goal of a walkable neighborhood. The combination of the Safeway loyalty discount program and the lack of nearby Safeway gas stations will result in this station attracting thousands of vehicles into the Village making this use a major regional traffic draw. We note that this gas station can service 16 cars at once and is proposed to operate 24 hours a day, 7 days a week.

Errors, omissions and contradictions prevent a complete and proper analysis of the application

1. Subject Site Information
Page 9 of 17

These 3 lines were filled in by the applicant:
Total property size in acres (gross/net): Fuel Center lot size .46 Acre (portion) of 6.92 Acre (net)
Square feet if less than one (1) acre: Fuel Center lot size 20,009 sf
Lot dimensions: Approximately 200' x 200'

The stated square feet and the lot dimensions do not match up.
200' x 200' = 40,000 square feet. This contradicts the applicant's claim of 20,009 sq ft.
The City cannot know if it's approving 20,000 or 40,000 square feet.

The applicant needs to correct the mistake and recirculate the application.

[1] Traditional Centers are a critical element of sustainable, walkable traditional neighborhoods that provide essential daily services within walking distance of surrounding residents. Infill development in areas designated Traditional Center can create additional character and spatial definition. Sidewalks integrated with pedestrian amenities can also provide an active pedestrian component and physical connections to adjoining neighborhoods.

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2. Neighborhood Contact
Page 12 of 17

"Please describe any contact you have had regarding the project with the following: Neighborhood/property owners adjacent to the subject site, Neighborhood Associations, Business Associations, or Community Groups in the project area:"

"Numerous meetings with surrounding neighbors and neighborhood groups including Sierra Curtis Neighborhood Assoc. ..."

The applicant has not held a meeting with the Sierra Curtis Neighborhood Association to discuss the Fuel Center. There is a great desire in Curtis Park to meet with City officials and the applicant to discuss, for the first time, the inclusion of a gas station in this project. The City should either require the applicant to hold a community meeting or require the applicant to remove the statement on page 12 of 17 that incorrectly states that the applicant met with SCNA to review the Fuel Center as this is untrue.

The applicant needs to correct the mistake and recirculate the application.

3. Site Characteristics
Page 13 of 17

Are you proposing any new signs with the project? Yes and No are both checked.

If yes, please describe the number and type. (left blank by the applicant)

Gas stations tend to have large, illuminated signs that show the prices for Regular, Plus, Premium and Diesel. This sign (or signs) is not described in the application or shown anywhere on the plans included in the application. What are the dimensions? How high will it be? Will it be visible from Sutterville Road? Will the sign shine through the windows of the new homes directly across the street?

The missing signage information proposed for this project makes it impossible for City staff to determine if the project comports with the Signage and Graphics Section 6.0 of the PUD Guidelines.

The applicant needs to correct the mistake and recirculate the application.

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4. Non-Residential Projects - Lot Coverage
Page 15 of 17

Total Building Coverage Area, existing and proposed* include all covered structures (patios, porches, sheds, detached garages, etc.) (sq ft.): 740
Project Site Lot Area (sq ft): 20,009 sq. ft.
Total lot coverage percentage: 34.7 %

740 square feet is not 34.7% of 20,009 square feet.

What square footage would the City be approving? A total coverage of 34.7% of 20,009 sq. ft. would be a 6,943 sq. ft. building.

The applicant needs to correct the mistake and recirculate the application.

5. Design Guidelines
Page 16 of 17

The applicant did not indicate by a yes or no that they have read the applicable Design Guidelines and have completed the Design Guidelines Checklist for the district or area of this project.

The City should assure that the Design Guidelines Checklist has been completed and that it is available for review by the general public.

In summary, we request that the city of Sacramento reject the existing application to build a fuel center in Curtis Park Village. Additionally, since this use was not studied in the original environmental review, SCNA has hired legal counsel to advise us regarding what kind of environmental review the City should require if this project moves forward. We will write separately in the near future on this aspect of this proposed project.

Sincerely,

Eric Johnson
President, Sierra Curtis Neighborhood Association.

Cc: Councilmember Jay Schenirer (jschenirer@cityofsacramento.org)
Councilmember Steve Hansen (shansen@cityofsacramento.org)
Chris Poncin, Petrovich Development (chris@petrovichdevelopment.com)

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SIERRA • CURTIS
Neighborhood Association

February 26, 2015

SENT VIA EMAIL TO (aablog@cityofsacramento.org)

Antonio Ablog
City of Sacramento Planning Division
300 Richards Boulevard
Sacramento, CA 95811

RE: Curtis Park Village Fuel Center (P14-036)

Dear Mr. Ablog:

This letter provides additional comments from the Sierra Curtis Neighborhood Association ("SCNA") regarding the gas station and minimart proposed by Petrovich Development for Curtis Park Village (application number P14-036) ("Gas Station"). SCNA previously submitted a letter dated November 15, 2014 that noted many omissions, errors, inconsistencies and inaccuracies that rendered the application seriously flawed. (See Exhibit 1.) To date SCNA has not been notified that the application has either been rejected as incomplete or that necessary corrections and/or additions have been submitted. Accordingly, SCNA renews those same objections as well as its substantive opposition to the Gas Station based on basic land use policy issues.

Our prior letter also stated that SCNA would seek advice regarding the environmental review that the City should require for the Gas Station since City staff previously indicated that no such review would occur. Having now obtained that advice, SCNA's position is that a Supplemental Environmental Impact Report ("SEIR") is required for the City to analyze and disclose the new significant impacts associated with the Gas Station proposal.

Since the Curtis Park Village ("CPV") was previously approved on an Environmental Impact Report ("EIR"), the nature of any CEQA review for subsequent applications to revise the project is governed by Public Resources Code section 21166 and CEQA Guidelines section 15162. CEQA Guidelines section 15162 provides in relevant part:

> (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

> (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; . . .

Here, available information indicates that revising the CPV to include the Gas Station will result in new significant impacts and a substantial increase in the severity of previously identified significant impacts at least in the areas of (i) toxic air contaminants ("TAC"), (ii) residential exposure to hazardous substances, and (iii) transportation.

What is more, the City's assessment of these important environmental and human health issues does not occur in a vacuum. Safeway has proposed virtually identical gas stations for other areas of the state, and the CEQA lead agency review of these other proposals provides useful guidance to the City. For example, in 2013 the city of San Jose approved a Safeway gas station, the "Cottle Safeway fuel center" (file number CP12-053) which also included 16 dispensers ("San Jose Gas Station"). The CEQA review document for the Cottle Safeway was a CEQA Addendum; and the significant differences with the proposed Gas Station at issue here squarely demonstrate that a SEIR is required in this instance, as discussed more fully below. Further, the city of Petaluma is currently working on an EIR for a Safeway gas station located on South McDowell Boulevard (file number PLSR-13-0012) that also includes 16 dispensers ("Petaluma Gas Station"). More specific guidance from these two other gas stations is provided below.

1. The Gas Station Will Expose Residents to a Cancer Risk That is Many Times Above the Threshold of Significance.

An SEIR must be prepared to fully analyze and disclose the long-term cancer risks posed to nearby Curtis Park residents from the proposed Gas Station.

Gas stations emit benzene, which is a TAC with both short-term acute health impacts and long-term chronic (i.e., cancer) health impacts. Another major TAC is diesel particulate matter ("DPM"). The CPV EIR, consistent with standard practice, identified 10 increased cancer risks per million as the relevant significant threshold for long-term chronic health impacts from TACs. (DEIR, p. 5.3-8.) The CPV EIR ultimately found the impact less than significant without the need for any mitigation. (DEIR, p. 5.3-17-18.)

The proposed Gas Station, however, will result in cancer risks significantly above the threshold of significance. As a preliminary matter, however, it is noted that the application for the Gas Station does not provide the estimated "throughput," which is the annual amount of gasoline pumped at a gas station and usually expressed in millions of gallons per year. This omission is significant because the most important factors for

calculating human health risk are (i) throughput, and (ii) distance to the nearest sensitive receptors[1]. Estimates are necessary since neither the developer nor Safeway have been forthcoming with this necessary information. Fortunately, comparable information is available. The San Jose Gas Station assumed a throughput of 7 million gallons per year based on Safeway's representation. The city of Petaluma assumed 8.5 million gallons per year based on Safeway's representation. As both of these projects have the same16 dispensers as the proposed Gas Station, it is reasonable to assume a minimum throughput of seven million gallons.

The California Air Resources Board ("CARB") has adopted a very clear policy on siting new gas stations: "Avoid siting new sensitive land uses within 300 feet of a large gasoline dispensing facility (defined as a facility with a throughput of 3.6 million gallons per year or greater)." (CARB Land Use Handbook, p. 32.) Consistent with this land use policy, the San Jose Gas Station was approved at a location that was 335 feet away from the nearest residential receptor. (File number CP 12-053, staff report dated March 13, 2013.) The CEQA Addendum for the San Jose Gas Station found the impact to be less than significant because of this considerable distance, explaining in relevant part:

> Benzene emitted from fuel vapors is the TAC of concern due to its potential to cause cancer. The California Air Resources Board's (CARB's) Land Use and Air Quality Handbook reports that large gasoline dispensing facilities with a throughput of nine million gallons per year can have significant health risks of 25 per million at 50 feet and approximately five in one million at 300 feet. BAAQMD applies age sensitivity factors that account for the greater sensitivity of infants and small children to cancer causing TACs. Application of the age sensitivity factors, and adjustments to a dispensing station with annual throughput of seven million gallons, indicates the screening level cancer risk to be 33 per million at 50 feet to less than seven per million at 300 feet. The proposed fuel station would be over 300 feet from the nearest residences, so lifetime cancer risks would be less than 10 in one million, which would be a less-than-significant impact under CEQA.

(Addendum to the Hitachi Campus and Transit Village Final EIR (SCH#2004072110) for the Cottle Safeway Fuel Station (File No. CP12-053) p. 25.)

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[1] Sensitive receptors include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwellings.

Here, however, the proposed Gas Station would be located merely 85 feet from the nearest residential receptors. Further, approximately 50 residential units – both existing and new households – will be within CARB's 300-foot radius. A preliminary "rough" health risk assessment performed by SMAQMD staff estimated the health risk at the nearest residential receptor to be approximately 3.7 cancers per million gallons of throughput. Seven million gallons of throughput would translate to a health risk of 25.9 increased cancers per million at the nearest residential receptors. This cancer risk, which accounts only for the benzene emitted by the Gas Station itself and excludes other sources of TACs such as diesel-powered tanker and delivery trucks, is itself more than 200% of the accepted significant threshold of 10 increased cancer risks.

What is more, SCNA's air quality expert, Dr. Petra Pless, explains that the SMAQMD's "rough" conclusions described above are based on the SMAQMD's ministerial Title V authority to construct/permit to operate approvals using a health risk assessment methodology that is no longer the state of the art and not sufficiently protective of human health.[2] A more modern methodology for calculating human health risk was adopted by the California Office of Environmental Health Hazard Assessment ("OEHHA") in 2009, and is significantly more refined in its estimates of cancer risk. As Dr. Pless explains, the OEHHA methodology results in a health risk of approximately 70 increased cancer risks per million at the nearest residences, which is 700% of the threshold of significance.[3] The City has a duty under CEQA to employ the OEHHA methodology for analyzing the Gas Station's health risks since it is the most current, generally accepted methodology for estimating human health risk. (*Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs* (2001) 91 Cal.App.4th 1344, 1370.) In fact, while the SMAQMD continues to rely on its outdated methodology for its Title V permitting, its CEQA Guide expressly references the more modern and refined OEHHA methodology when lead agencies perform CEQA review for new TAC emission sources.[4]

Further, the City has a duty under CEQA to analyze the combined health risk from all of the Gas Station's TAC emission sources since they are treated additively in health risk assessments. The SMAQMD's CEQA Guide makes this point with clarity: "The District recognizes that permitted stationary sources of TACs and non-permitted sources of TACs may operate on the same project site. Lead agencies shall evaluate the combined impact of all TAC emissions generated on the project site."[5] These additional sources of TACs include diesel tanker trucks serving the Gas Station, queuing and idling vehicles using the Gas Station, diesel trucks serving the retail component of the CPV, and

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2 See Exhibit 2, letter from Dr. Petra Pless dated February 20, 2015, p. 9-10.

3 *Id.* at p. 11.

4 *Id.* at p. 10.

5 Sacramento Metropolitan Air Quality Management District CEQA Guide December 2009, Revised June 2014, page 5-8.

diesel locomotive engines using the existing railway line. The combined TAC emissions from these other sources will only further increase the significant cancer risk associated with benzene emissions from the proposed Gas Station.

In summary, the proposed Gas Station will result in an increased cancer risk to Curtis Park residents that is several times the applicable threshold of significance. This extremely high cancer risk requires the City to prepare a SEIR that will fully inform both the decision-makers and the public about the extraordinary health risk facing Curtis Park residents from the proposed Gas Station project. What is more, any attempt to conceal or trivialize the project's impact through use of an outdated methodology that understates the human health risk will not be accepted by the public or SCNA.

2. The Gas Station Will Increase the Risk of Exposure to Hazardous Substances by Curtis Park Residents.

Reconfirming its inappropriate proposed location within the CPV, the Gas Station will substantially increase the risk of exposing residents to releases of hazardous substances. On this issue, the CPV EIR identified the following relevant thresholds of significance:

- "Substantially increase the risk of exposure of site occupants to inadvertent or accidental releases of hazardous substances to the environment from non-residential uses during project occupancy; and/or
- Substantially increase the risk of exposure of site occupants to inadvertent or accidental releases of hazardous substances transported on adjacent roadways and rail lines within the project area."

(DEIR, p. 5.8-7.)

The CPV EIR found this impact less than significant without the need for any mitigation. (DEIR, p. 5.8-15.) The DEIR's entire discussion of the issue provides:

> The proposed project would include residential, commercial, and open space/park uses. ***These land uses would not involve the routine use, transport, or disposal of hazardous materials. In addition, the truck routes designated for the commercial uses would not utilize the proposed residential roadways***. Therefore, the proposed project would not increase the risk of exposure of site occupants to inadvertent or accidental releases

> of hazardous substances from non-residential uses or substances transported on adjacent roadways, resulting in a less than significant impact.
>
> Mitigation Measure(s): None required.

(*Ibid.* (Emphasis added).)

The proposed Gas Station dramatically alters this analysis. Not only would the Gas Station involve *both* the routine use and transport of large quantities of a hazardous substance, but such use and transport would occur in extremely close proximity to residential dwellings. Specifically, the Gas Station would be located literally across the street from homes, and petroleum tanker trucks will be travelling on the same street as these dwellings within merely 15 to 20 feet of their doorsteps. What is more, the transport would occur on Crocker Drive, a residential roadway. Thus, the CPV EIR's analysis of this issue is completely inapplicable to the proposed Gas Station, and will need to be revised in its entirety.

In short, the routine use and transport of large volumes of gasoline in such close proximity to residential dwellings present two new significant impacts that must be disclosed and addressed in the SEIR.

3. The Gas Station Will Create New Significant Traffic and Safety Impacts Requiring an SEIR.

The proposed Gas Station will result in new and/or exacerbated significant impacts in the area of transportation and transportation-related safety impacts that should also be analyzed in the required SEIR.

First, it is beyond reasonable dispute that the proposed Gas Station will result in significant additional traffic trips above the project as approved. On this issue, the San Jose CEQA Addendum offers some, albeit incomplete, guidance. First, the traffic study found that the San Jose Gas Station would generate 2,480 daily vehicle trips.[6] Notwithstanding this addition of vehicle trips, the CEQA Addendum ultimately concluded that the impact was less than significant specifically because the proposed project included reducing the amount of retail by 110,000 square feet: "Essentially, the project intends to replace 110,000 s.f. of approved retail development with a 16-pump gas station."[7] Here, however, there is no significant reduction in the total commercial space, and so the vehicle trips associated with the gas station are added to the vehicle trips

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6 San Jose CEQA Addendum, Attachment B, p. 2.

7 *Id.* at p. 1.

resulting from the CPV project as approved. Thus, the proposed Gas Station will result in significant additional vehicle trips. (CEQA Guidelines, § 15162, subd. (a)(1).)

But the necessary revisions to the prior CPV EIR's traffic analysis are not limited to additional vehicle trips. As traffic engineer Larry Wymer further explains, the proposed Gas Station's "trip characteristics are drastically different" from the standard retail uses that were analyzed in the prior EIR.[8] Thus, Mr. Wymer opines, "In addition to gas stations adding new project trips to area roadways, they also by their very nature significantly alter existing (i.e., no project) travel patterns via significant pass-by/diverted trip in which drivers will alter their normal travel patterns to fuel at the new gas station."

As mentioned above, the San Jose CEQA Addendum provides some helpful guidance to the City regarding the additional traffic impacts associated with the proposed Gas Station, and is inconsistent with the traffic assumptions asserted by Petrovich Development. As Mr. Wymer further explains:

> Trip generation, distribution, pass-by, and diverted trip assumptions as included within the Curtis Park Village FAQ section are completely inconsistent with those outlined within the "Cottle Safeway Fuel Station - Addendum to the Hitachi Campus and Transit Village Final EIR - (March 2013)" prepared for the City of San Jose. This inconsistency invalidates the FAQ conclusion, and if the conclusions as outlined for the Cottle Safeway Fuel Station in San Jose are applied to the Curtis Park Village site the result would potentially be significant increases and variations in trip generation and trip distribution/assignment.[9]

Thus, while the San Jose CEQA Addendum is generally helpful in establishing that the Gas Station will result in a significant increase in trip generation above the CPV project as approved, it does so somewhat imprecisely because the San Jose Addendum's trip generation assumption relies on the "service station" designation.[10] This use designation does not adequately describe trip generation associated with a loyalty gas station, which will generate significantly more trips than a typical gasoline station for the same number of dispensers.[11] This is confirmed by the experience of the city of Petaluma, which rejected reliance on the typical "service station" designation and instead performed its own traffic count study of similar loyalty gas stations to determine more

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8 See Exhibit 3, letter from Larry Wymer, T.E., dated February 20, 2015.
9 Exhibit 3, p. 1.
10 San Jose CEQA Addendum, Attachment B, p. 2.
11 Exhibit 3, p. 1.

accurate trip generation.[12] The traffic study included in the future SEIR will need to rely on this more accurate trip generation information.

Second, the Gas Station will result in a new significant impact involving conflict with transit, bicycle and pedestrian facilities. As Mr. Wymer explains, "A revised traffic analysis should consider potential pedestrian/bicycle conflicts with fuel trucks and queuing vehicles entering and exiting the gas station." (Exhibit 3, p. 2.) This conflict is significant. The new pedestrian overcrossing will result in hundreds of pedestrians and bicyclists crossing the CPV site daily on their way to and from the pedestrian bridge. Based on the City's own calculations previously submitted to SACOG, Mr. Wymer computed an average of 700 pedestrian and 345 bicycle trips per day, with many of those pedestrians and bicyclists travelling across the proposed Gas Station's driveways in potential conflict with queuing vehicles and fuel trucks.

Not surprisingly, the City's zoning ordinance prohibits gasoline stations in transit overlay zones. (City Code, §17.340.050, subd. (11).) While the CPV is not, strictly speaking, zoned "transit," it is as a practical matter a transit-oriented development and accepted funds from the California Department of Housing and Community Development's Transit Oriented Development program. In fact, the City has represented that the CPV is "one of the region's preeminent transit oriented developments" for purposes of obtaining these grant funds.[13] To the extent the proposed Gas Station "decrease[s] the performance or safety" of the pedestrian overcrossing and the Sacramento residents who would rely on it, this is a significant impact under CEQA that the SEIR will need to address. (CEQA Guidelines, Appendix G, Section XVI, subd. (f).)

Thus, in addition to TAC emissions and exposure to hazardous substances, the required SEIR will also need to address at least two new significant transportation-related impacts from the proposed Gas Station.

* * *

The discussion set forth above overwhelmingly demonstrates that the proposed Gas Station is completely inappropriate for the CPV site. SCNA hopes that the project applicant will realize this fact and withdraw its application so that neither the City nor the public waste further resources analyzing such a misguided proposal. Assuming, however, that the developer insists on requiring the City to move forward with its review

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12 Pers. Comm. with Olivia Ervin, environmental planner.

13 See Exhibit 4, excerpt from City grant application for the pedestrian overcrossing.

of the application, CEQA requires the City to prepare an SEIR as the CEQA document for that review. SNCA respectfully requests that the City respond by March 12, 2015 confirming that it will prepare and circulate the required SEIR and that no action will be taken on the Gas Station proposal until the SEIR is certified.

Very truly yours,

SIERRA CURTIS
NEIGHBORHOOD ASSOCIATION

By: Eric A. Johnson, President

Attachments:

1. Letter from SCNA dated November 15, 2014.
2. Letter from Dr. Petra Pless dated February 20, 2015.
3. Letter from Larry Wymer dated February 19, 2015.
4. Excerpt from City grant application for pedestrian overcrossing.

Cc (via email):

City Council
Mayor Kevin Johnson (mayor@cityofsacramento.org)
Mayor Pro Tem Angelique Ashby (aashby@cityofsacramento.org)
Vice Mayor Allen Warren (awarren@cityofsacramento.org)
Councilmember Jeff Harris (jharris@cityofsacramnto.org)
Councilmember Steve Hansen (shansen@cityofsacramento.org)
Councilmember Jay Schenirer (jschenirer@cityofsacramento.org)
Councilmember Rick Jennings, II (rjennings@cityofsacramento.org)
Councilmember Larry Carr (lcarr@cityofsacramento.org)

Planning and Design Commission
Chair David Nybo (dnybo@wateridge.net)
Vice Chair Alan LoFaso (ALofaso@sbcglobal.net)
Commissioner Jose Bodipo-Memba (Bodipo50@gmail.com)
Commissioner Kiyomi Burchill (burchillcitypc@gmail.com)
Commissioner Cornelious Burke (cburke.realestate@gmail.com)
Commissioner Edmonds Chandler (ed@loftgardens.com)

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Commissioner Douglas Covill (dcovill@cbnorcal.com)
Commissioner Rommel Declines (sacplanning_declines@me.com)
Commissioner Todd Kaufman (todd.s.kaufman@gmail.com)
Commissioner Kim Mack (kimjoanmc@att.net)
Commissioner Matthew Rodgers (matt@mrpe.com)
Commissioner Joseph Yee (jyeepdc@gmail.com)
Commissioner Vincent Darrel Teat Jr. (dteat@nehemiahcorp.org)

EXHIBIT 1

SIERRA • CURTIS
Neighborhood Association

November 15, 2014

Antonio Ablog
City of Sacramento Planning Division
300 Richards Boulevard
Sacramento, CA 95811

Sent via email (aablog@cityofsacramento.org)

Dear Mr. Ablog:

The Sierra Curtis Neighborhood Association (SCNA) opposes the gas station and minimart proposed by Petrovich Development for Curtis Park Village, as it fails on two basic levels.

First, this project is fundamentally inconsistent with most of the Curtis Park Village Development Guidelines (P04-109), and the use itself is counter to the overall thrust of the Development Guidelines which envision an infill project serving largely the surrounding neighborhoods. A gas station was not one of the uses considered during the environmental review and the PUD zoning process that was completed in 2010. The Curtis Park neighborhood does not contain a gas station currently; instead neighbors use the many gas stations located on the major transportation corridors around our neighborhood including Sutterville, Broadway, Franklin and Freeport. We firmly believe that our neighborhood has more than enough gas stations in close proximity and we don't need another one, especially not in this location.

Second, this application is chock full of material inconsistencies on very important and basic items such as lot dimension. There are so many major omissions from this application, such as the lighting and signage proposed, that it is impossible to analyze. As submitted, it appears city staff would be unable to complete a proper review and make any type of recommendation to the Planning Commission based on the application, due to the rampant inconsistencies and omissions.

A fuel center is fundamentally inconsistent with PUD guidelines for P04-109 Curtis Park Village

The overall purpose of this PUD's development guidelines is to ensure that the proposed uses of this infill development blend with and enhance the quality of life and charm of the existing Curtis Park neighborhood. Compatibility with the existing neighborhood has been the watchword for a very long time. The proposed gas station works against this general purpose. Section 1.2 outlines the goals and objectives of this PUD; goal #4 is to "maximize opportunities for efficient transit provided by the public transportation and roadway corridors serving the site of the PUD." One of the objectives for this goal is to encourage the use of public transportation and to develop appropriate linkages to surrounding

neighborhoods including pedestrian, bicycle, vehicle and alternative transportation modes. A gas station in this location frustrates this goal.

The gas station is proposed for the corner of Crocker Drive and the shopping center access road, which was intended to be the "Main Street" for the commercial area (see 2.2 of the PUD Guidelines). This "Main Street" will be the primary pedestrian and bike route to access the bridge to the City College light rail station and builds on the already popular bike lane on Crocker Drive. It will also provide the primary pedestrian and bike access to the stores in the shopping center as well as adjacent housing. We see the construction of a major auto-attracting use on a key corner of this Traditional Shopping Center as inimical to the goals of this infill project. See 2.2 SC-PUD Zone which states: "The character of the commercial area is to be sensitively informed by the adjacent pedestrian and bicycle friendly, urban-forested neighborhoods."

Section 2.2 also notes that the location of the Shopping Center "provides a unique opportunity for the commercial area of CPV to be both economically successful and an active buffer between both the new and existing residential neighborhoods and these large transportation corridors". The placement of a gas station as part of the CPV commercial area would not provide a buffer but would instead draw large amounts of traffic from the adjacent major transportation corridors into the neighborhood.

Section 3.1 Site Design and Building Orientation lists the features that are to be encouraged for the arrangement and siting of buildings. The proposed gas station site design violates virtually every single one of these provisions.

Section 3.2 describes the building design principles and building forms for CPV's buildings. Again, the gas station use conflicts with the key concepts stated in this section: "Key concepts direct the feel of a neighborhood and determine community identity, economic vitality and levels of activity and use. Individual building forms and facades influence cohesiveness, comfort and aesthetic pride and at the same time invite usage, increase a sense of security and generate pedestrian activity." Building a gas station use at the key entry point to the traditional shopping center reduces aesthetics and decreases security for pedestrians and cyclists wishing to access the shopping center.

The mass and scale of this project also violate the CPV PUD guidelines in Section 3.2.

Section 4.1 addresses Streetscape and Circulation which notes "Curtis Park Village will have an intimacy of scale and a sense of community that will invite pedestrian use and interaction." The proposed gas station would work against this type of circulation by introducing a large number of automobiles entering and exiting the main street of the traditional shopping center with the sole purpose of purchasing gas.

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Section 4.2 Bicycle and Pedestrian Circulation correctly notes that the "success of Curtis Park Village as a community will be strongly linked to its success as a pedestrian and bicycle friendly community. Creative design solutions that further enhance the walkability and connectivity of the area are strongly encouraged." This section goes on to require that pedestrians and bicyclists be given the same importance as motor vehicles and buffer them from the street where possible. Placing a large gas station at a very central point of the new neighborhood actively discourages pedestrians and bicyclists in Curtis Park Village and violates the intent of the CPV Development Guidelines.

Furthermore, this project is not consistent with the General Plan definition of a Traditional Center[1]. The Traditional Center designation emphasizes walkable neighborhoods; people don't walk to a gas station. Gas stations are, by definition, designed to attract motor vehicles, which degrade the pedestrian experience and contravene the goal of a walkable neighborhood. The combination of the Safeway loyalty discount program and the lack of nearby Safeway gas stations will result in this station attracting thousands of vehicles into the Village making this use a major regional traffic draw. We note that this gas station can service 16 cars at once and is proposed to operate 24 hours a day, 7 days a week.

Errors, omissions and contradictions prevent a complete and proper analysis of the application

1. Subject Site Information
Page 9 of 17

These 3 lines were filled in by the applicant:
Total property size in acres (gross/net): Fuel Center lot size .46 Acre (portion) of 6.92 Acre (net)
Square feet if less than one (1) acre: Fuel Center lot size 20,009 sf
Lot dimensions: Approximately 200' x 200'

The stated square feet and the lot dimensions do not match up.
200' x 200' = 40,000 square feet. This contradicts the applicant's claim of 20,009 sq ft.
The City cannot know if it's approving 20,000 or 40,000 square feet.

The applicant needs to correct the mistake and recirculate the application.

[1] Traditional Centers are a critical element of sustainable, walkable traditional neighborhoods that provide essential daily services within walking distance of surrounding residents. Infill development in areas designated Traditional Center can create additional character and spatial definition. Sidewalks integrated with pedestrian amenities can also provide an active pedestrian component and physical connections to adjoining neighborhoods.

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2. Neighborhood Contact
Page 12 of 17

"Please describe any contact you have had regarding the project with the following: Neighborhood/property owners adjacent to the subject site, Neighborhood Associations, Business Associations, or Community Groups in the project area:"

"Numerous meetings with surrounding neighbors and neighborhood groups including Sierra Curtis Neighborhood Assoc. ..."

The applicant has not held a meeting with the Sierra Curtis Neighborhood Association to discuss the Fuel Center. There is a great desire in Curtis Park to meet with City officials and the applicant to discuss, for the first time, the inclusion of a gas station in this project. The City should either require the applicant to hold a community meeting or require the applicant to remove the statement on page 12 of 17 that incorrectly states that the applicant met with SCNA to review the Fuel Center as this is untrue.

The applicant needs to correct the mistake and recirculate the application.

3. Site Characteristics
Page 13 of 17

Are you proposing any new signs with the project? Yes and No are both checked.

If yes, please describe the number and type. (left blank by the applicant)

Gas stations tend to have large, illuminated signs that show the prices for Regular, Plus, Premium and Diesel. This sign (or signs) is not described in the application or shown anywhere on the plans included in the application. What are the dimensions? How high will it be? Will it be visible from Sutterville Road? Will the sign shine through the windows of the new homes directly across the street?

The missing signage information proposed for this project makes it impossible for City staff to determine if the project comports with the Signage and Graphics Section 6.0 of the PUD Guidelines.

The applicant needs to correct the mistake and recirculate the application.

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4. Non-Residential Projects - Lot Coverage
Page 15 of 17

Total Building Coverage Area, existing and proposed* include all covered structures (patios, porches, sheds, detached garages, etc.) (sq ft.): 740
Project Site Lot Area (sq ft): 20,009 sq. ft.
Total lot coverage percentage: 34.7 %

740 square feet is not 34.7% of 20,009 square feet.

What square footage would the City be approving? A total coverage of 34.7% of 20,009 sq. ft. would be a 6,943 sq. ft. building.

The applicant needs to correct the mistake and recirculate the application.

5. Design Guidelines
Page 16 of 17

The applicant did not indicate by a yes or no that they have read the applicable Design Guidelines and have completed the Design Guidelines Checklist for the district or area of this project.

The City should assure that the Design Guidelines Checklist has been completed and that it is available for review by the general public.

In summary, we request that the city of Sacramento reject the existing application to build a fuel center in Curtis Park Village. Additionally, since this use was not studied in the original environmental review, SCNA has hired legal counsel to advise us regarding what kind of environmental review the City should require if this project moves forward. We will write separately in the near future on this aspect of this proposed project.

Sincerely,

Eric Johnson
President, Sierra Curtis Neighborhood Association.

Cc: Councilmember Jay Schenirer (jschenirer@cityofsacramento.org)
Councilmember Steve Hansen (shansen@cityofsacramento.org)
Chris Poncin, Petrovich Development (chris@petrovichdevelopment.com)

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EXHIBIT 2

Pless Environmental, Inc.
440 Nova Albion Way, Suite 2
San Rafael, CA 94903
(415) 492-2131 voice
(815) 572-8600 fax

February 20, 2015

Via Email

Patrick Soluri
Soluri Meserve
1010 F Street, Suite 100
Sacramento, CA 95814
patrick@semlawyers.com

Re: Curtis Park Village Fuel Station at Curtis Park Village, Sacramento

Dear Mr. Soluri,

Per your request, I reviewed the Application Package[1] for the Curtis Park Village Fuel Station ("Project"), a proposed fuel dispensing station in the Curtis Park neighborhood in the City of Sacramento ("City"), for potential impacts on air quality impacts and health risks.

I. Project Description

The fuel dispensing station, proposed by PDC Construction Company, Inc. ("Applicant"), would be located on a 0.46-acre lot at the northwest corner of Crocker Drive and Sutterville Road in the southern portion of Curtis Park Village, a new 72-acre mixed-use development on vacant land that is currently under construction.[2] The aerial photographs below show the entire development and the location of the proposed fuel dispensing station within the development.

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[1] City of Sacramento, Planning Division, Development Project Routing Form, File No. P14-036, September 18, 2014 and attachments (hereafter "Application Package").

[2] *Ibid.*

Curtis Park Village site (undeveloped area)
(from: Google Earth)

Location of Project (red line) within Curtis Park Village
(from: P14-036 Information Package, *op. cit.*)

The Application Package describes the Project as an extension of services provided by the anchor tenant (Safeway, according to the developer Petrovich Development Company[3]) for the Curtis Park Village Neighborhood Shopping Center, consisting of a 24-hour state-of-the-art self-service fuel station with eight multi-product dispenser stations and a fuel kiosk providing typical services such as automobile fluids, coffee, water, soda, snacks, etc., with typical closing during the late-night/early-morning hours. As shown above, the proposed fuel dispensing station would be located directly adjacent to Crocker Drive to the west. To the east, Crocker Drive borders residential properties that will be developed by Curtis Park Village, east of which are existing residences.

II. California Environmental Quality Act Review

The Curtis Park Village development was analyzed under the California Environmental Quality Act ("CEQA") in an Environmental Impact Report ("EIR"),[4] which was certified by the Sacramento City Council in April 2010,[5] adopted in September 2010[6], and amended in January 22, 2013.[7] The EIR did not analyze the potential impacts of locating a fuel dispensing station within the proposed development.

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[3] Petrovich Development Company, What Businesses Are Coming to Curtis Park Village? September 8, 2014; http://www.petrovichdevelopment.com/news/businesses-coming-curtis-park-village/.

[4] City of Sacramento, Curtis Park Village Project, Project # P04-109, Environmental Impact Report, SCH #2004082020, February 2010; Final EIR: http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/CurtisParkVillageFinalEIR.pdf; Final EIR Appendices: http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/CurtisParkVillageFinalEIRAppendices.pdf; Draft EIR: http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/CurtisParkVillageDEIR.pdf.

[5] Sacramento City Council, Resolution No. 2010-174, Certifying the Environmental Impact Report for the Curtis Park Village Project (P04-109), Adopted April 1, 2010; http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/R2010-174_CertifyEIR.pdf.

[6] Sacramento City Council, Resolution No. 2010-572, Adopting the Findings of Fact, Statement of Overriding Considerations, and the Mitigation Monitoring Program for the Curtis Park Village Project (P04-109), September 28, 2010; http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/R2010-572_AdoptingtheFindingsofFact.pdf.

[7] City of Sacramento, Addendum (Revised) to an Adopted Environmental Impact Report, Project Name and Number: Curtis Park Village Modification Project, January 22, 2013; http://portal.cityofsacramento.org/~/media/Corporate/Files/CDD/Planning/Environmental%20Impact%20Reports/CPV_Addendum_with_Attachments.pdf.

The operation of fuel dispensing stations results in emissions of criteria air pollutants and toxic air contaminants ("TACs") from vehicle exhaust, refueling, and tanker truck deliveries of fuels. Of particular concern are emissions from gasoline refueling and gasoline deliveries, which result in fugitive emissions from dispensing pumps, vents, and spills. These fugitive emissions, which include a number of TACs, release benzene, a potent carcinogen, into the air. The California Air Resources Board ("CARB") considers benzene one of the highest risk air pollutants it regulates, finding that near-source exposures for large gasoline dispensing facilities can be significant and exceed district health risk thresholds. The agency is particularly concerned with the emergence of very high gasoline throughput at large retail or wholesale outlets which are projected to account for an increasing market share in the next few years."[8] The Project with its eight dispensing stations, represents one of these facilities.

Because some residences within Curtis Park Village would be located only about 100 feet away from active railroad tracks, the EIR conducted a screening health risk assessment which analyzed the health risks of locomotive emissions of diesel particulate matter, a carcinogen.[9] The EIR modeled an incremental cancer risk from exposure to 1460 trains per year of 2.4 in one million, which is lower than the CEQA screening criterion of 296 in one million for roadways and the incremental cancer risk threshold of significance for stationary sources of 10 in one million established by the Sacramento Metropolitan Air Quality Management District ("SMAQMD").

As discussed in the following comments, the proposed fuel dispensing station would likely result in significant health risks, specifically incremental cancer risks exceeding the SMAQMD's CEQA threshold of significance for stationary sources due to its proximity to residential properties, unless annual gasoline throughput is severely restricted (permitting a substantially smaller facility than proposed). These impacts should be properly analyzed and provided for public review in a CEQA document. Proper analysis consists of a site-specific health risk assessment that assesses both TAC emissions from the fuel dispensing station and TAC emissions from other sources including locomotives and delivery trucks, dry cleaners, and other sources on site and nearby to assess health risks for Curtis Park Village residents and beyond.

Further, the EIR found significant and unavoidable impacts on air quality from operational emissions of criteria air pollutants.[10] The Project would contribute additional criteria air pollutants from vehicle exhaust, both running and idling

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[8] CARB, Air Quality and Land Use Handbook: A Community Health Perspective, April 2005 (hereafter "CARB Land Use Handbook"), p. 31; http://www.arb.ca.gov/ch/handbook.pdf.

[9] Draft EIR, pp. 2-4, 5.3-17, and 5.3-18.

[10] Draft EIR, p. 5.3-16.

emissions, and fugitive emissions. The impact of these additional emissions should be analyzed in a CEQA document to determine whether the previously identified impacts would be substantially more severe. This document should also analyze mitigation measures for reducing emissions from the proposed fuel dispensing station as well as additional feasible mitigation measures that may have become available since adoption of the EIR to mitigate the significant and unavoidable impacts previously identified.

III. Health Risks Associated with the Proposed Fuel Dispensing Station

The Application Package includes no information about the proposed fuel dispensing station beyond its dimensions and layout (showing eight bays) and that it would be available for self-serve fueling 24 hours per day. This information is inadequate to perform a site-specific health risk assessment which would require the proposed annual fuel throughput. Thus, potential health risks can only be evaluated based on recommendations made by agencies for screening such facilities via comparison to other, comparably-sized facilities with similar proximity to residences, and by conducting a screening health risk assessment for a theoretical fuel dispensing station.

Recommendations by California Air Resources Board for Siting Gasoline Dispensing Facilities

As part of its Community Health Program, CARB developed the *Air Quality and Land Use Handbook,* which is intended to serve as a general reference guide for evaluating and reducing air pollution impacts associated with new projects that go through the land use decision-making process. In this document, CARB identifies health risks from air pollution sources, including gasoline dispensing facilities ("GDFs"), and establishes minimum setback distances to sensitive land uses (*e.g.*, residences).

For gasoline dispensing facilities with a throughput of 3.6 million gallons per year, CARB established risk levels of about 10 in one million at a distance of 50 feet from the fenceline.[11] (A risk level of 10 in one million is commonly established as thresholds of significance, *e.g.*, by the SMAQMD.[12]) Consequently, CARB recommends a minimum 50-foot distance between receptors and typical gasoline dispensing

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[11] CARB Land Use Handbook, p. 31.

[12] *See*, for example, SMAQMD, SMAQMD Thresholds of Significance Table; http://www.airquality.org/ceqa/cequguideupdate/Ch2TableThresholds.pdf; and California Air Pollution Control Officers Association ("CAPCOA"), Health Risk Assessments for Proposed Land Use Projects, CAPCOA Guidance Document, July, 2009, p. 11; http://www.capcoa.org/wp-content/uploads/downloads/2010/05/CAPCOA_HRA_LU_Guidelines_8-6-09.pdf.

facilities, *i.e.*, facilities with an annual throughput of less than 3.6 million gallons per year.[13] CARB notes that as the throughput at the gasoline dispensing facility increases, the potential risk also increases[14] and expresses concern over the "growing number of extremely large GDFs with sales over 3.6 and as high as 19 million gallons per year."[15] For these facilities, CARB determined an upper end of the risk range of 120 in a million as a hypothetical worst case scenario under rural air dispersion conditions.[16] Based on these findings, CARB recommends: "Avoid siting new sensitive land uses within 300 feet of a large gas station (defined as a facility with a throughput of 3.6 million gallons per year or greater)."[17] The SMAQMD's CEQA Guidelines expressly reference the CARB's recommendation for siting TAC sources such as gasoline dispensing facilities and recommend that a lead agency refer to the CARB's document for setback distances.[18]

The CEQA analysis for an almost identical facility to the Project, the 24-hour Cottle Safeway Fuel Station at the Hitachi Campus and Transit Village in San José, estimated an annual fuel throughput of seven (7) million gallons from its eight dispensers (16 pumps),[19] qualifying it as a very large gasoline dispensing facility. However, this appears to be a very conservative assumption given that the Safeway fuel dispensing station at Florin Road in Elk Grove with 14 pumps was issued a SMAQMD Permit to Operate that authorized an annual gasoline throughput of up to 13 million gallons.[20] The Project, which is also described as having eight dispensing stations, can therefore be surmised to have similar annual fuel throughputs and, thus, represents one of the very large fuel dispensing facilities CARB is concerned about.

The 7-million gallon per year Cottle Safeway Fuel Station in San José was recently analyzed in the *Addendum to the Hitachi Campus and Transit Village Final EIR*. This addendum identified incremental cancer risks of 33 per million at 50 feet to less

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[13] CARB, Land Use Handbook, Table 1-1.

[14] *Ibid*, p. 31.

[15] *Ibid*, Table 1-2.

[16] *Ibid*, Footnote 5 to Table 1-2.

[17] *Ibid*, Table 1-1.

[18] SMAQMD, Guide to Air Quality Assessment in Sacramento County, December 2009 (hereafter "SMAQMD CEQA Guidelines"), p. 5-9; http://www.airquality.org/ceqa/ceqaguideupdate.shtml.

[19] City of San José, Addendum to the Hitachi Campus and Transit Village Final EIR, SCH #2004072110, Cottle Safeway Fuel Station, File No. CP12-053, March, 2013, p. 11; http://www.sanjoseca.gov/DocumentCenter/View/13016.

[20] SMAQMD, Permit to Operate No. 18661, Issued to: Safeway Stores, Equipment Location: 8377 Elk Grove-Florin Road, Sacramento, CA 95829, Equipment Description: Gasoline Storage and Dispensing Facility. (Exhibit 1.)

than seven (7) per million at 300 feet.[21] Because the proposed fuel station would be located more than 300 feet from the nearest residences, the document concluded that lifetime cancer risks would be less than the 10 in one million significance threshold and would therefore constitute a less-than-significant impact under CEQA.[22] In contrast, the similarly-sized proposed fuel dispensing station at Curtis Park Village would be located less than 100 feet from future residences along Crocker Road to the east and less than 200 feet from existing residences along 24th Street.

In sum, given the location of the proposed facility, about 80 feet across Crocker Drive to the nearest residence, health risks to residents can be assumed to be significant.

SMAQMD Screening Health Risk Assessment for a Fictitious Gasoline Dispensing Station at Curtis Park Village

The SMAQMD performed a preliminary screening health risk assessment for a fictitious gasoline dispensing station at the proposed Project site using the agency's current emission factors and health risk assessment guidelines published by the California Air Pollution Control Officers Association ("CAPCOA").[23] The figure below shows the cancer risk isopleths provided by the SMAQMD for this screening health risk assessment (an isopleth is a line drawn on a map through all points having the same value of some measurable quantity, in this case incremental cancer risk).

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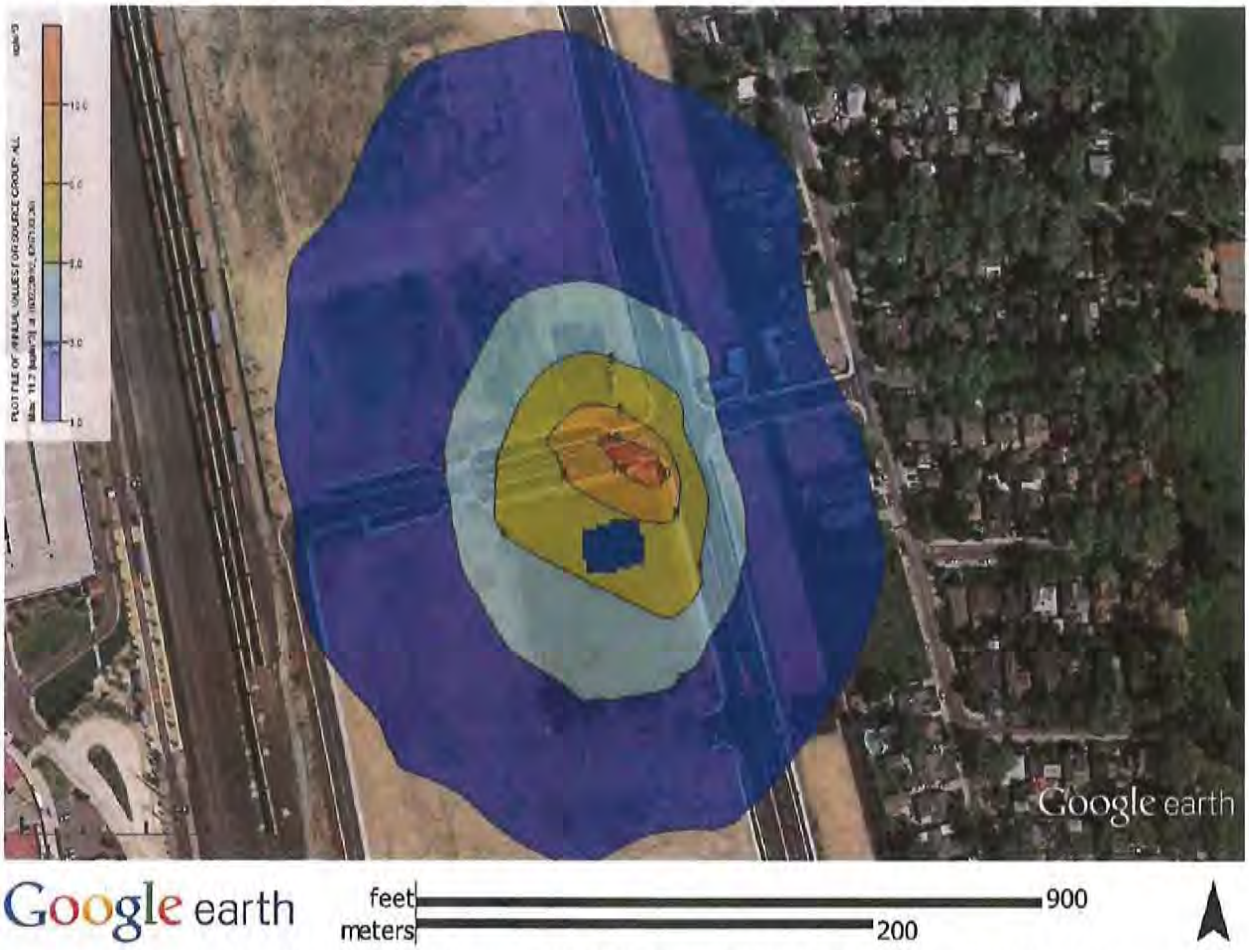
[21] Addendum to Hitachi Campus and Transit Village Final EIR, *op. cit.*, p. 25.

[22] *Ibid.*

[23] Brian Krebs, SMAQMD, Email to Larry Greene, SMAQMD, Re: Potential Safeway Gas Station Adjacent to Curtis Park, September 2, 2014, 9:37 a.m.



Source: Attachment to Jim Jester, SMAQMD, Email to Patrick Soluri, Soluri Meserve, Re: Curtis Park Village GDF, January 21, 2015

The diagram above shows the approximate cancer risks for a hypothetical gasoline dispensing facility with a throughput of 1 million gallons per year on the proposed site, as modeled by the SMAQMD. The dark shape within the yellow zone (between the 5-in-a-million and the 8-in-a-million isopleths) is the assumed location of the facility for SMAQMD's modeling purposes. (I note that the location of the proposed gasoline station is further south than assumed by the SMAQMD (*see* red-lined location in graph above), however this does not materially affect the SMAQMD's findings, as the proximity of current and future residential receptors to the gasoline stations is the same.) The aqua-colored area (between the 3-in-a-million and 5-in-a-million isopleths) extends east into the future residential properties east of Crocker Drive, whereas the purple area (between the 3-in-one-million and 1-in-one-million isopleths) extends east into the existing residential properties along 24th Street. Based on this screening health risk assessment, the SMAQMD estimated the incremental cancer risk for a residential

receptor to be about 3.7-in-one-million per million gallons of gasoline throughput.[24] The SMAQMD noted that this is a "very rough analysis" since they did not have any specific building or gasoline station layout parameters. Further, the SMAQMD noted that this value assumed a standard benzene content in gasoline of 1 percent by weight; the SMAQMD noted that recent data suggest that the actual benzene content is closer to 0.6 percent, which would reduce the calculated cancer risk by about 40 percent.[25] Based on this analysis, the SMAQMD concluded that the Applicant may be able to obtain a permit for up to about 4.5 million gallons gasoline throughput per year[26] (or 2.7 million gallons per year if assuming a benzene content of 1 percent by weight[27]). An annual throughput of 2.7 to 4.5 million gallons gasoline would require a considerably smaller facility than the proposed Project, which, as discussed above would likely be on the order of 7 to greater than 13 million gallons per year.

I note that the SMAQMD's screening health risk assessment only takes into account fugitive TAC emissions from the gasoline dispensing station but not from other sources including vehicle exhaust (particularly diesel engines). In addition, the SMAQMD's screening health risk assessment does not account for cumulative impacts due to the location of other sources of TAC emissions in the vicinity such as freeways, dry cleaners, etc.

Effects of Revisions to Health Risk Assessment Methodology

None of the above analyses took into account recent recommendations by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment ("OEHHA") for preparing health risk assessments which include a number of revisions to factors that are incorporated into health risk assessments for determining cancer risks.

OEHHA approved guidance for developing health risk assessments in 2003.[28] In subsequent years, the State's Scientific Review Panel and OEHHA updated several technical support documents including the 2008 *Technical Support Document for the Derivation of Noncancer Reference Exposure Levels* (reflects new methodology to calculate

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[24] Krebs Email to Green, *op. cit.*

[25] *Ibid.*

[26] *Ibid.*

[27] (Cancer risk significance threshold: 10 in one million)/(cancer risk: 3.7 in one million per million gallons gasoline throughput) = 2.7 million gallons gasoline throughput.

[28] OEHHA, Risk Assessment Methodology, Adoption of Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, October 2, 2003; http://oehha.ca.gov/air/hot_spots/HRAguidefinal.html.

RELs for non-cancer health effects);[29] the 2009 *Technical Support Document for Cancer Potency Factors* (addresses the methodology for deriving cancer potency factors and includes age sensitivity factors to adjust cancer potency to account for early-in-life exposure);[30] and the 2012 *Air Toxics Hot Spots Program Risk Assessment Guidelines Technical Support Document for Exposure Assessment and Stochastic Analysis* (revises breathing rates and exposure duration).[31] All three technical support documents and their updates have undergone public and peer review, have been endorsed by the State's Scientific Review Panel on Toxic Air Contaminants, and have been adopted by OEHHA. In June 2014, OEHHA released for review a draft document *Air Toxics Hot Spots Guidance Manual for the Preparation of Risk Assessments*, which combines the critical information from the three Technical Support Documents into a guidance manual for health risk assessments.[32] The SMAQMD's CEQA Guidelines recommends conducting health risk assessments "in accordance with acceptable guidance such as … OEHHA's *Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments*."[33]

With these technical support documents, OEHHA revised the guidance for determining cancer risks, which are calculated as follows:

Cancer Risk = Cancer Potency Factor × **Age Sensitivity Factors** × **Time at Home** × **TAC Concentration** × **Daily Breathing Rate** × **Exposure Duration**

All **bolded** components in this calculation are affected by OEHHA's updates to methodology in the Technical Support Documents. The effect of changes to these components on cancer risk is illustrated in the following graph.

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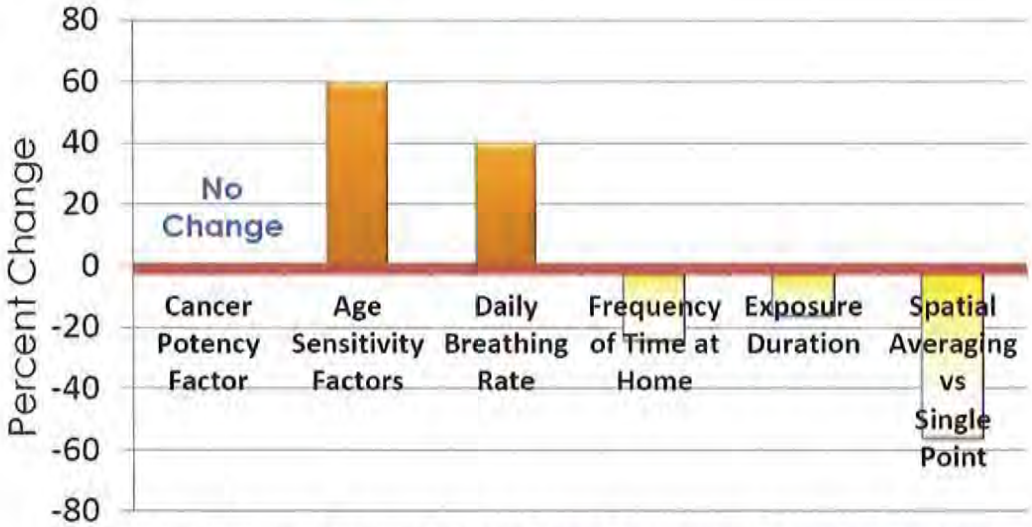
[29] OEHHA, Adoption of the Revised Air Toxics Hot Spots Program Technical Support Document for the Derivation of Noncancer Reference Exposure Levels and RELs for Six Chemicals, September 19, 2008; http://www.oehha.ca.gov/air/hot_spots/rels_dec2008.html.

[30] OEHHA; Adoption of The Revised Air Toxics Hot Spots Program Technical Support Document for Cancer Potency Factors, June 1, 2009, Appendix C updated 2011; http://www.oehha.ca.gov/air/hot_spots/tsd052909.html.

[31] OEHHA, Notice of Adoption of Air Toxics Hot Spots Program Risk Assessment Guidelines: Revised Technical Support Document for Exposure Assessment and Stochastic Analysis, August 27, 2012; http://www.oehha.ca.gov/air/hot_spots/tsd082712.html.

[32] OEHHA, Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments (Guidance Manual), June 20, 2014; http://www.oehha.ca.gov/air/hot_spots/riskguidancedraft2014.html.

[33] SMAQMD CEQA Guidelines, pp. 5-3 and 5-4.



Excerpted from: Latham & Watkins, Webcast: Project Development Trends and Updates: November 2014, Thursday, November 20, 2014; https://www.lw.com/presentations/project-development-trends-and-updates-november-2014-presentation

The effect of the revised methodologies depends on the exposure pathways considered; for inhalation risks, the combined effect for inhalation cancer risk is about 2.7 times higher.[34] Thus, when accounting for OEHHA's updated Technical Support Documents, the estimated incremental cancer risk of a fuel dispensing station with seven (7) million gallons per year throughput would be about 70 per million at the nearest residential receptors.[35] For a fuel dispensing station with a gasoline throughput of 13 million gallons per year, incremental cancer risks increase to about 130 in one million.[36] In other words, the proposed fuel dispensing station would by far exceed the CEQA threshold of significance of 10 in one million for stationary sources, and would, thus, be significant. The maximum annual gasoline throughput at the proposed fuel dispensing station that would not result in a cancer risk in excess of the 10 in one million CEQA significance threshold (based on SMAQMD's screening analysis) is only

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[34] *See*, for example, South Coast Air Quality Management District, Draft Report, Multiple Air Toxics Exposure Study in the South Coast Air Basin, October 2014, pp. ES-4; http://www.aqmd.gov/docs/default-source/air-quality/air-toxic-studies/mates-iv/mates-iv-draft-report-10-1-14.pdf?sfvrsn=2.

[35] (incremental cancer risk: 3.7 in one million/million gallon gasoline throughput)(7 million gallons gasoline throughput/year)(OEHHA combined factors from Technical Support Documents: 2.7) = 69.9 in one million.

[36] (incremental cancer risk: 3.7 in one million/million gallon gasoline throughput)(13 million gallons gasoline throughput/year)(OEHHA combined factors from Technical Support Documents: 2.7) = 129.9 in one million.

1.0 to 1.7[37] million gallons per year depending on the assumed benzene content in gasoline (1.0 or 0.6 percent, respectively). Clearly, this would be a much smaller gasoline dispensing station than envisioned by the Applicant. Any gasoline station with a greater annual throughput of gasoline would result in significant cancer impacts. Again, this estimate does not account for any sources of TACs other than gasoline dispensing such as vehicle exhaust emissions accessing the station or other on-site or off-site sources such as dry cleaners. An analysis of combined impacts or all TAC emissions is recommended by the SMAQMD.[38]

IV. Conclusion and Recommendation

Based on the analysis above, the proposed Curtis Park Village Fuel Station will likely result in significant new impacts due to emissions of toxic air contaminants, particularly benzene, which result in incremental cancer risks above the CEQA significance threshold of 10 in one million. The main contributors to the significant health risks are the proposed gasoline station's size/throughput and its proximity to future and existing residential properties. The EIR for the Curtis Park Village Project, which did not analyze a fuel dispensing station, concluded that health risks were less than significant without the need for any mitigation. Thus, I recommend that the City subject the proposal to full CEQA review that includes a site-specific health risk assessment and consider relocating the fuel dispensing station to a portion of the project site that is located farther from the residential properties.

Please feel free to call me at (415) 492-2131 or e-mail at petra@ppless.com if you have any questions about the comments in this letter. I have provided weblinks for most cited sources; however, if you require a copy of any cited document, I will gladly make it available upon request.

Best regards,

Petra Pless, D.Env.

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[37] 1% benzene in gasoline: (10 in one million)/[(3.7 in one million per million gallons gasoline)(2.7)] = 1.00; 0.6% benzene in gasoline: (10 in one million)/[(3.7 in one million per million gallons gasoline)(2.7)(0.6)] = 1.67.

[38] SMAQMD CEQA Guidelines, p. 5-8. ("The District recognizes that permitted stationary sources of TACs and non-permitted sources of TACs may operate on the same project site. Lead agencies shall evaluate the combined impact of all TAC emissions generated on the project site.")

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SACRAMENTO, CA 95814-1908

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SACRAMENTO METROPOLITAN

CANCELLED FILE - April 2008

AIR QUALITY
MANAGEMENT DISTRICT

PERMIT TO OPERATE

ISSUED TO: SAFEWAY STORES

EQUIPMENT LOCATION: 8377 ELK-GROVE FLORIN ROAD, SACRAMENTO, CA 95829

PERMIT NO.: 18661

EQUIPMENT DESCRIPTION: GASOLINE STORAGE AND DISPENSING FACILITY CONSISTING OF:

PHASE I EQUIPMENT		PHASE II EQUIPMENT	
NUMBER & SIZE OF TANKS (GALLONS)	PHASE I TYPE	NUMBER OF NOZZLES	PHASE II TYPE
1-20,000; 1-10,000	OPW EVR	14	HEALY - ORVR
1-10,000	EXEMPT (DIESEL)	14	EXEMPT (DIESEL)

SUBJECT TO THE FOLLOWING CONDITIONS:

GENERAL

1. THE EQUIPMENT SHALL BE PROPERLY MAINTAINED.
2. THE AIR POLLUTION CONTROL OFFICER AND/OR AUTHORIZED REPRESENTATIVES, UPON THE PRESENTATION OF CREDENTIALS SHALL BE PERMITTED:
   A. TO ENTER UPON THE PREMISES WHERE THE SOURCE IS LOCATED OR IN WHICH ANY RECORDS ARE REQUIRED TO BE KEPT UNDER THE TERMS AND CONDITIONS OF THIS PERMIT TO OPERATE, AND
   B. AT REASONABLE TIMES TO HAVE ACCESS TO AND COPY ANY RECORDS REQUIRED TO BE KEPT UNDER TERMS AND CONDITIONS OF THIS PERMIT TO OPERATE, AND
   C. TO INSPECT ANY EQUIPMENT, OPERATION, OR METHOD REQUIRED IN THIS PERMIT TO OPERATE, AND
   D. TO SAMPLE EMISSIONS FROM THE SOURCE OR REQUIRE SAMPLES TO BE TAKEN.
3. THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26, PART IV, CHAPTER 3 OF THE HEALTH AND SAFETY CODES OF THE STATE OF CALIFORNIA OR THE RULES AND REGULATIONS OF THE AIR QUALITY MANAGEMENT DISTRICT.
4. A LEGIBLE COPY OF THIS PERMIT SHALL BE MAINTAINED ON THE PREMISES WITH THE EQUIPMENT.

LARRY GREENE
AIR POLLUTION CONTROL OFFICER

DATE ISSUED: 11-8-2006

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5. REACTIVE ORGANIC COMPOUND (ROC) EMISSIONS AND GASOLINE THROUGHPUT FROM THIS FACILITY SHALL NOT EXCEED:

POLLUTANT	EMISSION FACTOR (A) LB/1000 GAL	GASOLINE THROUGHPUT (ALL GRADES COMBINED)		MAXIMUM ALLOWABLE EMISSIONS	
		GALLONS PER QUARTER	GALLONS PER YEAR	POUNDS PER QUARTER	POUNDS PER YEAR
ROC	1.27	5,900,000	13,000,000	7,493	16,510

(A) EMISSION FACTOR IS FROM THE CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION (CAPCOA) *GASOLINE SERVICE STATION INDUSTRYWIDE RISK ASSESSMENT GUIDELINES*, DECEMBER 1997, APPENDIX A, SCENARIO 6B, DECEMBER 1997.

EQUIPMENT OPERATION

6. THE GASOLINE DISPENSING FACILITY SHALL BE MAINTAINED, AND OPERATED IN ACCORDANCE WITH THE FOLLOWING CALIFORNIA AIR RESOURCES BOARD (CARB) EXECUTIVE ORDERS. SECTION 41954(F) OF THE CALIFORNIA HEALTH AND SAFETY CODE PROHIBITS THE INSTALLATION OF ANY VAPOR CONTROL SYSTEM UNLESS THE SYSTEM HAS BEEN CERTIFIED BY THE STATE BOARD.

NUMBER	DESCRIPTION
G-70-191	CERTIFICATION OF THE HEALY MODEL 600 ORVR/800 NOZZLE WITH THE HEALY/FRANKLIN VP-1000 VAPOR PUMP PHASE II VAPOR RECOVERY SYSTEM (HEALY ORVR PHASE II VAPOR RECOVERY SYSTEM)
VR-102	OPW PHASE I ENHANCED VAPOR RECOVERY SYSTEM
G-70-199AI	RELATING TO CERTIFICATION OF GASOLINE DISPENSING NOZZLES TO THE LIQUID RETENTION STANDARD OF 350 MILLILITERS PER 1,000 GALLONS DISPENSED

7. THE VAPOR RECOVERY SYSTEM SHALL BE OPERATED IN ACCORDANCE WITH THE APPLICABLE CALIFORNIA AIR RESOURCES BOARD CERTIFICATION, THE MANUFACTURER'S SPECIFICATIONS, AND MAINTAINED TO BE LEAK-FREE, VAPOR TIGHT, AND IN GOOD WORKING ORDER.

8. ALL EQUIPMENT SHALL BE OPERATED AND MAINTAINED WITHOUT ANY OF THE APPLICABLE DEFECTS LISTED IN CALIFORNIA ADMINISTRATIVE CODE TITLE 17, PART III, CHAPTER 1, SUBCHAPTER 8, SECTION 94006.

9. THE OWNER/OPERATOR OF A VAPOR RECOVERY SYSTEM SHALL HAVE AVAILABLE AN OPERATION AND MAINTENANCE MANUAL. THE MANUAL SHALL BE KEPT ON-SITE AND MADE AVAILABLE TO ANY PERSON WHO OPERATES, INSPECTS, MAINTAINS, REPAIRS, OR TESTS THE VAPOR RECOVERY EQUIPMENT AS WELL AS THE AIR POLLUTION CONTROL OFFICER UPON REQUEST. THE MANUAL SHALL, AT MINIMUM, INCLUDE THE FOLLOWING CURRENT INFORMATION:

   A. ALL APPLICABLE CARB EXECUTIVE ORDERS, APPROVAL LETTERS, AND SMAQMD PERMITS,
   B. MANUFACTURER'S MANUAL(S) FOR INSTALLATION, OPERATION, AND MAINTENANCE PROCEDURES AS REQUIRED TO BE PROVIDED BY CARB CERTIFICATION PROCEDURE CP-201 AND ANY ADDITIONAL INSTRUCTION PROVIDED BY THE MANUFACTURER,
   C. SYSTEM AND/OR COMPONENT TESTING REQUIREMENTS, INCLUDING TEST SCHEDULES AND PASSING CRITERIA FOR EACH OF THE STANDARD TESTS LISTED IN SMAQMD RULE 449, SECTION 402, AND
   D. PROTOCOL FOR PERFORMING DAILY MAINTENANCE INSPECTIONS, INCLUDING THE COMPONENTS TO BE INSPECTED AND THE DEFECTS REQUIRING REPAIR.

10. MAINTENANCE INSPECTIONS, EXCEPT AS PROVIDED IN CONDITION NUMBER 11, SHALL BE CONDUCTED FOR EACH DAY THE VAPOR RECOVERY SYSTEM IS OPERATED TO ENSURE THAT VAPOR RECOVERY SYSTEM COMPONENTS THAT ARE VERIFIABLE THROUGH DIRECT MEASUREMENT OR OBSERVATION ARE IN PROPER WORKING ORDER. ANY EQUIPMENT WITH A MAJOR DEFECT LISTED IN CALIFORNIA CODE OF REGULATIONS, TITLE 17, PART III, CHAPTER 1, SUBCHAPTER 8, SECTION 94006, SHALL BE REMOVED FROM SERVICE AND TAGGED TO ENSURE THAT IT IS NOT USED UNTIL IT IS REPAIRED AND BROUGHT INTO COMPLIANCE BEFORE BEING RETURNED TO SERVICE.

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11. THE MAINTENANCE INSPECTION REQUIREMENTS IN CONDITION NUMBER 10 SHALL NOT BE REQUIRED ON SATURDAYS, SUNDAYS, AND HOLIDAYS FOR GASOLINE DISPENSING FACILITIES WITH A SIX MONTH AVERAGE MONTHLY GASOLINE THROUGHPUT OF LESS THAN 100,000 GALLONS.

12. THE OWNER OR OPERATOR OF A VAPOR RECOVERY SYSTEM SHALL ENSURE THAT THE REMOVAL FROM SERVICE OF ONE COMPONENT OF A VAPOR RECOVERY SYSTEM WITH MULTIPLE COMPONENTS WILL NOT RESULT IN GASOLINE LIQUID OR VAPORS ENTERING THE ATMOSPHERE. IF THE REMOVAL OF THE DEFECTIVE COMPONENT OF THE VAPOR RECOVERY SYSTEM DOES NOT ENSURE THE INTEGRITY OF THE REST OF THE VAPOR RECOVERY SYSTEM, THEN THE ENTIRE VAPOR RECOVERY SYSTEM SHALL BE SHUTDOWN AND REPAIRED PRIOR TO RETURNING TO SERVICE.

13. DEFECTS DISCOVERED DURING THE MAINTENANCE INSPECTION AND REPAIRED IN ACCORDANCE WITH TITLE 17, DIVISION 3, SUBCHAPTER 7.5, CHAPTER 1, SECTION 93101 OF CALIFORNIA CODE OF REGULATIONS SUCH THAT AFTER REPAIR GASOLINE LIQUID OR VAPORS DO NOT ENTER THE ATMOSPHERE SHALL NOT CONSTITUTE A VIOLATION OF RULE 449.

TESTING

14. THE FOLLOWING PERFORMANCE AND REVERIFICATION TESTS SHALL BE CONDUCTED AND PASSED ACCORDING TO THE SCHEDULE LISTED IN CONDITION 15.
    A. STATIC PRESSURE (LEAK DECAY) TEST, ACCORDING TO THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT MANUAL OF PROCEDURES, SOURCE TEST PROCEDURE ST-30 OR CARB TEST PROCEDURE TP-201.
    B. DYNAMIC BACK-PRESSURE TEST ACCORDING TO THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT MANUAL OF PROCEDURES, SOURCE TEST PROCEDURE ST-27 OR CARB TEST PROCEDURE TP-201.4.
    C. STATIC TORQUE OF ROTATABLE PHASE I ADAPTERS ACCORDING TO CARB TEST PROCEDURE TP-201.1B.
    D. LEAK RATE OF DROP TUBE OVERFILL PREVENTION DEVICE ACCORDING TO CARB TEST PROCEDURE TP-202.1B.
    E. AIR-TO-LIQUID RATIO TEST IN ACCORDANCE WITH CARB PROCEDURE TP-201.5
    F. ANY OTHER TESTS REQUIRED BY AN APPLICABLE CARB EXECUTIVE ORDER.

15. THE PERFORMANCE AND REVERIFICATION TESTS SPECIFIED IN CONDITION NO. 14 SHALL BE CONDUCTED AND PASSED ACCORDING TO THE FOLLOWING FREQUENCY:

TEST NAME	AVERAGE MONTHLY GASOLINE THROUGHPUT (SIX MONTH AVERAGE) (A)	TESTING FREQUENCY
1. STATIC PRESSURE TEST 2. DYNAMIC BACK-PRESSURE TEST 3. STATIC TORQUE OF ROTATABLE PHASE I ADAPTERS	LESS THAN 100,000 GALLONS	ONCE EVERY 12 MONTHS
4. LEAK RATE OF DROP TUBE OVERFILL PREVENTION DEVICE 5. A/L TEST	GREATER THAN OR EQUAL TO 100,000 GALLONS	ONCE EVERY 6 MONTHS (B)

(A) THE SIX MONTH PERIOD SHALL BEGIN ON THE FIRST OF THE MONTH IMMEDIATELY FOLLOWING THE MOST RECENT SUCCESSFUL TEST.
(B) GASOLINE DISPENSING FACILITIES WITH A SIX MONTH AVERAGE MONTHLY GASOLINE THROUGHPUT OF 100,000 GALLONS OR GREATER SHALL CONDUCT AND PASS ALL REVERIFICATION TESTS WITHIN 30 DAYS OF THE END OF THE SIX-MONTH PERIOD.

NOTIFICATION AND REPORTING

16. AT LEAST 7 DAYS PRIOR TO THE PERFORMANCE OR REVERIFICATION TESTING, THE OWNER OR OPERATOR SHALL NOTIFY THE AIR POLLUTION CONTROL OFFICER OF THE EXACT DATE AND TIME OF THE TEST. IF THE VAPOR RECOVERY SYSTEM FAILS ANY OF THE APPLICABLE TESTS AND THE NECESSARY REPAIRS ARE PERFORMED THAT SAME DAY, THE OWNER OR OPERATOR MAY RETEST THE VAPOR RECOVERY SYSTEM ON THE SAME DAY WITHOUT RE-NOTIFICATION, PROVIDED THAT THE REASONS FOR THE TEST FAILURE AND ANY REPAIRS PERFORMED ARE PROPERLY DOCUMENTED IN THE TEST REPORTS AND REPAIR RECORDS.

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17. RESULTS OF THE REVERIFICATION TESTS SHALL BE DELIVERED TO THE AIR POLLUTION CONTROL OFFICER WITHIN THIRTY DAYS OF COMPLETION OF THE TEST. THE TEST RESULTS SHALL CONTAIN THE FOLLOWING INFORMATION:
    A. NAME, LOCATION, ADDRESS, AND TELEPHONE NUMBER OF THE FACILITY TESTED, AND SMAQMD PERMIT NUMBER
    B. NAME, ADDRESS AND PHONE NUMBER OF THE PERSON OR COMPANY PERFORMING THE TEST
    C. DATE OF THE TEST
    D. TEST DATA
    E. NUMBER OF NOZZLES TESTED
    F. STATEMENT OF PASS OR FAIL

RECORD KEEPING

18. THE FOLLOWING RECORD SHALL BE CONTINUOUSLY MAINTAINED ON SITE FOR THE MOST RECENT THREE YEAR PERIOD AND SHALL BE MADE AVAILABLE TO THE AIR POLLUTION CONTROL OFFICER UPON REQUEST. MONTHLY AND QUARTERLY RECORDS SHALL BE MADE AVAILABLE FOR INSPECTION WITHIN 30 DAYS OF THE END OF THE PREVIOUS MONTH OR QUARTER RESPECTIVELY.

FREQUENCY	INFORMATION TO BE RECORDED
AT ALL TIMES	A. MAINTENANCE RECORDS FOR THE VAPOR RECOVERY SYSTEM. B. REPAIR RECORDS FOR THE VAPOR RECOVERY SYSTEM. C. DAILY MAINTENANCE INSPECTION REPORTS. D. RECORDS OF REPAIRS PERFORMED AS A RESULT OF DEFECTS DISCOVERED DURING DAILY MAINTENANCE INSPECTIONS. E. PERFORMANCE TEST RESULTS. F. REVERIFICATION OF PERFORMANCE TEST RESULTS. G. SIX-MONTH AVERAGE MONTHLY GASOLINE THROUGHPUT. THE SIX-MONTH PERIOD SHALL BEGIN ON THE FIRST OF THE MONTH IMMEDIATELY FOLLOWING THE MOST RECENT SUCCESSFUL REVERIFICATIOIN TESTS.
DAILY	DAILY MAINTENANCE INSPECTION REPORTS INCLUDING AT LEAST THE FOLLOWING: A. DATE AND TIME OF INSPECTION. B. LIST OF DEFECTS FROM THE CALIFORNIA CODE OF REGULATIONS, TITLE 17, PART III, CHAPTER 1, SUBCHAPTER 8, SECTION 94006 THAT ARE APPLICABLE TO THE VAPOR RECOVERY EQUIPMENT AND HAVE A VERIFICATION PROCEDURE OF "DIRECT OBSERVATION" OR "DIRECT MEASUREMENT". C. NOTATION BY PERSON PERFORMING INSPECTION WHETHER EACH DEFECT IS PRESENT. D. DESCRIPTION OF ANY DEFECTS DISCOVERED. E. ACTION TAKEN UPON DISCOVERY OF A DEFECT. F. NAME AND SIGNATURE OF PERSON PERFORMING INSPECTION.
MONTHLY	TOTAL GASOLINE THROUGHPUT (GALLONS PER MONTH)
QUARTERLY	TOTAL GASOLINE THROUGHPUT (GALLONS PER QUARTER)

YOUR APPLICATION FOR THIS AIR QUALITY PERMIT TO OPERATE WAS EVALUATED FOR COMPLIANCE WITH SACRAMENTO AIR QUALITY MANAGEMENT DISTRICT (AQMD), STATE AND FEDERAL AIR QUALITY RULES. THE FOLLOWING LISTED RULES ARE THOSE THAT ARE MOST APPLICABLE TO THE OPERATION OF YOUR EQUIPMENT. OTHER RULES MAY ALSO BE APPLICABLE.

AQMD RULE NO.	RULE TITLE
201	GENERAL PERMIT REQUIREMENTS
202	NEW SOURCE REVIEW
448	GASOLINE TRANSFER INTO STATIONARY STORAGE CONTAINERS
449	TRANSFER OF GASOLINE INTO VEHICLE FUEL TANKS

IN ADDITION, THE CONDITIONS ON THIS PERMIT TO OPERATE MAY REFLECT SOME, BUT NOT ALL, REQUIREMENTS OF THESE RULES. THERE MAY BE OTHER CONDITIONS THAT ARE APPLICABLE TO THE OPERATION OF YOUR EQUIPMENT. FUTURE CHANGES IN PROHIBITORY RULES MAY ESTABLISH MORE STRINGENT REQUIREMENTS WHICH MAY SUPERSEDE THE CONDITIONS LISTED HERE.
FOR FURTHER INFORMATION PLEASE CONSULT YOUR AQMD RULE BOOK OR CONTACT THE AQMD FOR ASSISTANCE

PERMIT NO **18661**

Permit to Operate Sign-Off Sheet

COMPANY INFORMATION

MAILING INFORMATION: SAFEWAY STORES
5918 STONERIDGE MALL RD.
PLEASANTON, CA 94588

FACILITY INFORMATION

	INSPECTION ZONE	THOMAS GUIDE PAGE	THOMAS GUIDE CELL	UTM COORDINATES X-COORD	UTM COORDINATES Y-COORD
LOCATION: 8377 ELK GROVE-FLORIN RD, ELK GROVE, CA 95624	11	338	G7	0	0

TYPE OF BUSINESS (2-DIGIT SIC CODE): RETAIL - GASOLINE SERVICE STATION

PERMIT INFORMATION

GENERAL PERMIT INFORMATION

TYPE OF PERMIT ACTION: AC
REFERENCE PO: 17155
CURRENT STATUS: PO-IN-PROGRESS
GENERAL EQUIPMENT DESCRIPTI: GDF
SPECIFIC EQUIPMENT DESCRIPT: GDFR

REFERENCE PERMIT INFORMATION

REF. PO: 17155
CODE: 98
COMMENTS:

PERMIT-SPECIFIC UTM COORDINATES

X-COORD	Y-COORD
0	0

KEY DATE ENTRIES:

APP. RECEIVED:	7/1/2005	
APP. COMPLETE:		
PUBLIC NOTICED:		
AC ISSUED:	8/3/2005	BY: IB
PO ISSUED DATE:	11/9/2006	BY: IB

NET EMISSIONS CHANGE

ROC	0
NOx	0
SOx	0
PM10	0
CO	0

Note: Emissions in lb/quarter

POTENTIAL TO EMIT INFORMATION (lb/qtr and t/yr)

	QTR 1	QTR 2	QTR 3	QTR 4	YEAR
ROC	7493	7493	7493	7493	8.26
NOx					
SOx					
PM10					
CO					

DATE VERIFIED 9/2/2005 BY: ib

BILLING INFORMATION

BILLING SCHEDULE 6 FEE RATE: 14 Nozzles RENEWAL DATE: February, 5 2007

ADDITIONAL GDF DATA

TANK(S) DESCRIPTION

	CAPACITY (GALLONS)	TANK TYPE (ABOVE/UNDER GROUND)
Tank1:	20000	UNDERGROUND
Tank2:	10000	UNDERGROUND
Tank3:	0	UNDERGROUND
Tank4:	0	UNDERGROUND

DESCRIPTION OF VAPOR RECOVERY SYSTEM

Phase I: PHIL-TITE
Phase I EVR: ☑
Phase II:
Phase II EVR: ☐
Phase II ORVR: ☑ Date Installed: 6 /30/2005
Aboveground E.O. #:

CARB TEST SITE INFORMATION

CRAB Test Site ☐ CARB Approval Letter Expiration

Equipment Being Tested:

GDF TYPE: RETAIL

Supervisor Approval [signature] Date 11-22-05

777 12th Street, 3rd Floor
Sacramento, CA 95814-1908

Sacramento Metropolitan
Air Quality Management District

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FORM GS100
APPLICATION FOR AUTHORITY TO CONSTRUCT AND/OR PERMIT TO OPERATE

A SEPARATE APPLICATION AND FORM(S) SPECIFIC TO THE PROCESS OR EQUIPMENT MUST BE COMPLETED FOR **EACH** PROCESS OR PIECE OF EQUIPMENT

A. Both pages of this application must be completed; an original signature (not a facsimile or copy) is required.
B. The appropriate permit fee must be submitted with the application (refer to the SMAQMD Rules or fee schedule).

1. Name of business or organization ~~that is to receive the permit:~~ Safeway

PERMIT TO: Service Station Systems
680 Quinn Ave
San Jose, CA 95112

Business type: ☐ Sole Proprietorship ☐ Limited Liability Company ☐ Partnership
☒ Corporation ☐ Wholly-owned Subsidiary ☐ Government ☐ Other_____

2. Employer Identification Number (E.I.N.): __-_____

3. Mailing address: 5918 Stoneridge Mall Rd, Pleasanton 94588 925-467-2707
NUMBER STREET CITY ZIP CODE PHONE NO.

4. Location Address (where the equipment will be operated, if different than above)
8377 Elk Grove/Florin Rd, Elk Grove, CA 95829 916-681-8666
NUMBER STREET CITY ZIP CODE PHONE NO.

5. Name of Facility that will Operate the Equipment (if different than above):

DBA: Same As Above

6. Description of equipment/process to be permitted: Removal of existing Wayne Vac Stage II System. Install New Healy ORVR Approved Stage II Vapor Recovery System. All work performed at the Dispensers.

☒ Constructing/installing new equipment
Estimated startup date for new equipment: Aug, 2005

☐ Initial permit for existing equipment
Date Operation First Commenced: _____

☐ Modification of existing permitted equipment or permit conditions
Estimated completion date for modification: _____ Previous Permit No.: _____

☐ Change of Ownership
Change of ownership date: _____ Previous Permit No.: _____

DO NOT WRITE BELOW (SMAQMD USE ONLY)

DATE STAMP	PERMIT NUMBER	A/C FEE	A/C RECEIPT
	PREVIOUS P/O	P/O FEE	P/O RECEIPT

777 12th Street, 3rd Floor
Sacramento, CA 95814-1908
Sacramento Metropolitan Air Quality Management District
(916) 874-4800
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APPLICATION FOR AUTHORITY TO CONSTRUCT AND/OR PERMIT TO OPERATE

A SEPARATE APPLICATION AND FORM(S) SPECIFIC TO THE PROCESS OR EQUIPMENT MUST BE COMPLETED FOR EACH PROCESS OR PIECE OF EQUIPMENT

A. Both pages of this application must be completed; an original signature (not a facsimile or copy) is required.
B. The appropriate permit fee must be submitted with the application (refer to the SMAQMD Rules or fee schedule).

7. All information submitted to obtain an Authority to Construct/Permit to Operate is considered public information as defined by section 6254.7 of the California Government Code unless specifically marked as trade secret by the applicant. Each document containing trade secrets must be separated from all non-privileged documents. Each document which is claimed to contain trade secrets must indicate each section or paragraph that contains trade secret information and must have attached a declaration stating with specificity the reason this document contains trade secret information. All emission data is subject to disclosure regardless of any claim of trade secret.

Acknowledgement [LB] (Please initial)

Trade secret documents are included with this application: ☐ Y ☐ N

8. Pursuant to Section 42301.6(f) of the Health and Safety Code, I hereby certify that emission sources in this permit application:

(Initial appropriate box)

[X] **ARE, OR**

[ ] **ARE NOT**

within 1,000 feet of the outer boundary of a school

Pursuant to section 42301.9(a) of the Health and Safety Code, "School" means any public or private school used for purposes of the education of more than 12 children in kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

9. Required information, analyses, plans and/or specifications needed to complete this application are being collected under authority granted by California Health & Safety Code (CH&SC) section 42303. In addition, CH&SC section 42303.5 states that *No person shall knowingly make any false statements in any application for a permit, or in any information, plans, or specifications submitted in conjunction with the application or at the request of the Air Pollution Control Officer.* Violations of the CH&SC may result in criminal or civil penalties, as specified in CH&SC sections 42400 through 42402.3. By signing below, I certify that all information is true and accurate and complete, to the best of my knowledge and ability.

Signature of responsible officer, partner, or proprietor of firm Linda Boutin

Printed Name: Debbie LINDA BOUTIN Title: Service Station Systems Compliance Coordinator Date: 6/29/05

Phone number: 408-213-5111 Fax number: 408-938-8888 E-mail address: lindab@servicestationsystems.com

10. Contact person for information submitted with this application (if different from above): SAME

Name: _____ Title: _____

Phone number: _____ Fax number: _____ E-mail address: _____

Petra Pless, D.Env.

440 Nova Albion Way, #2
San Rafael, CA 94903
(415) 492-2131 phone
(815) 572-8600 fax
petra.pless@gmail.com

Dr. Pless is a court-recognized expert with over 20 years of experience in environmental consulting conducting and managing interdisciplinary environmental research projects and preparing and reviewing environmental permits and other documents for U.S. and European stakeholder groups. Her broad-based experience includes air quality and air pollution control; water quality, water supply, and water pollution control; biological resources; public health and safety; noise studies; California Environmental Quality Act ("CEQA"), Clean Air Act ("CAA"), and National Environmental Policy Act ("NEPA") review; industrial ecology and risk assessment; and use of a wide range of environmental software.

EDUCATION

Doctorate in Environmental Science and Engineering (D.Env.), University of California Los Angeles, 2001

Master of Science (equivalent) in Biology (focus on Limnology), Technical University of Munich, Germany, 1991

PROFESSIONAL HISTORY

Pless Environmental, Inc., Principal, 2008–present

Environmental Consultant, Sole Proprietor, 2006–2008

Leson & Associates (previously Leson Environmental Consulting), Kensington, CA, Environmental Scientist/Project Manager, 1997–2005

University of California Los Angeles, Graduate Research Assistant/Teaching Assistant, 1994–1996

ECON Research and Development, Environmental Scientist, Ingelheim, Germany, 1992–1993

Biocontrol, Environmental Projects Manager, Ingelheim, Germany, 1991–1992

REPRESENTATIVE EXPERIENCE

Air Quality and Pollution Control

Projects include CEQA/NEPA review; CAA attainment and non-attainment new source review; prevention of significant deterioration ("PSD") and Title V permitting; control technology analyses (BACT, LAER, RACT, BARCT, BART, MACT); technology evaluations and cost-effectiveness analyses; criteria and toxic pollutant and greenhouse gas emission inventories; emission offsets; ambient and source monitoring; analysis of emissions estimates and ambient air pollutant concentration modeling. Some typical projects include:

- Provided expert support for intervention in California Energy Commission ("CEC") proceedings for numerous power plants including natural gas-fired, integrated gasification combined-cycle, geothermal (flash and binary) solar (thermal and photovoltaic) facilities with respect to air quality including emission reduction credits, hazards and hazardous materials, public health, noise, and biological resources.
- Critically reviewed and prepared technical comments on the air quality, biology, noise, water quality, and public health and safety sections of CEQA/NEPA documents for numerous commercial, residential, and industrial projects (*e.g.*, power plants, airports, residential developments, retail developments, university expansions, hospitals, refineries, slaughterhouses, asphalt plants, food processing facilities, slaughterhouses, feedlots, printing facilities, mines, quarries, landfills, and recycling facilities) and provided litigation support in a number of cases filed under CEQA.
- Critically reviewed and prepared technical comments on the air quality and public health sections of the Los Angeles Airport Master Plan (Draft, Supplement, and Final Environmental Impact Statement/Environmental Impact Report) for the City of El Segundo. Provided technical comments on the Draft and Final General Conformity Determination for the preferred alternative submitted to the Federal Aviation Administration.
- Prepared comments on proposed PSD and Title V permit best available control technology ("BACT") analysis for greenhouse gas emissions from a proposed direct reduced iron facility in Louisiana.
- Prepared technical comments on U.S. Environmental Protection Agency ("EPA")'s *Inhalation of Fugitive Dust: A Screening Assessment of the Risks Posed by Coal Combustion Waste Landfills* prepared for EPA's proposed coal combustion waste landfill rule.
- Prepared technical comments on the potential air quality impacts of the California Air Resources Board's *Proposed Actions to Further Reduce Particulate Matter at High Priority California Railyards*.
- For several California refineries, evaluated compliance of fired sources with Bay Area Air Quality Management District Rule 9-10. This required evaluation and review of hundreds of source tests to determine if refinery-wide emission caps and compliance monitoring provisions were being met.
- Critically reviewed and prepared technical comments on draft Title V permits for several refineries and other industrial facilities in California.
- Evaluated the public health impacts of locating big-box retail developments in densely populated areas in California and Hawaii. Monitored and evaluated impacts of diesel exhaust emissions and noise on surrounding residential communities.
- In conjunction with the permitting of several residential and commercial developments, conducted studies to determine baseline concentrations of diesel exhaust particulate matter using an aethalometer.
- For an Indiana steel mill, evaluated technology to control NOx and CO emissions from fired sources, including electric arc furnaces and reheat furnaces, to establish BACT. This required a comprehensive review of U.S. and European operating experience. The lowest emission levels were being achieved by steel mills using selective catalytic reduction ("SCR") and selective non-catalytic reduction ("SNCR") in Sweden and The Netherlands.

- For a California petroleum coke calciner, evaluated technology to control NOx, CO, VOCs, and PM10 emissions from the kiln and pyroscrubbers to establish BACT and LAER. This required a review of state and federal clearinghouses, working with regulatory agencies and pollution control vendors, and obtaining and reviewing permits and emissions data from other similar facilities. The best-controlled facilities were located in the South Coast Air Quality Management District.
- For a Kentucky coal-fired power plant, identified the lowest NOx levels that had been permitted and demonstrated in practice to establish BACT. Reviewed operating experience of European, Japanese, and U.S. facilities and evaluated continuous emission monitoring data. The lowest NOx levels had been permitted and achieved in Denmark and in the U.S. in Texas and New York.
- In support of efforts to lower the CO BACT level for power plant emissions, evaluated the contribution of CO emissions to tropospheric ozone formation and co-authored report on same.
- Critically reviewed and prepared technical comments on applications for certification ("AFCs") for numerous natural-gas fired, solar, biomass, and geothermal power plants in California permitted by the California Energy Commission. The comments addressed construction and operational emissions inventories and dispersion modeling, BACT determinations for combustion turbine generators, fluidized bed combustors, diesel emergency generators, etc.
- Critically reviewed and prepared technical comments on draft PSD permits for several natural gas-fired power plants in California, Indiana, and Oregon. The comments addressed emission inventories, greenhouse gas emissions, BACT, case-by-case MACT, compliance monitoring, cost-effectiveness analyses, and enforceability of permit limits.
- For a California refinery, evaluated technology to control NOx and CO emissions from CO Boilers to establish RACT/BARCT to comply with BAAQMD Rule 9-10. This required a review of BACT/RACT/LAER clearinghouses, working with regulatory agencies across the U.S., and reviewing federal and state regulations and State Implementation Plans ("SIPs"). The lowest levels were required in a South Coast Air Quality Management District rule and in the Texas SIP.
- In support of several federal lawsuits filed under the federal Clean Air Act, prepared cost-effectiveness analyses for SCR and oxidation catalysts for simple cycle gas turbines and evaluated opacity data.
- Provided litigation support for a CEQA lawsuit addressing the adequacy of pollution control equipment at a biomass cogeneration plant.
- Prepared comments and provided litigation support on several proposed regulations including the Mojave Desert Air Quality Management District Rule 1406 (fugitive dust emission reduction credits for road paving); South Coast Air Quality Management District Rule 1316, San Joaquin Valley Air Pollution Control District Rule 2201, Antelope Valley Air Quality Management District Regulation XIII, and Mojave Desert Air Quality Management District Regulation XIII (implementation of December 2002 amendments to the federal Clean Air Act).
- Critically reviewed draft permits for several ethanol plants in California, Indiana, Ohio, and Illinois and prepared technical comments.

- Reviewed state-wide average emissions, state-of-the-art control devices, and emissions standards for construction equipment and developed recommendations for mitigation measures for numerous large construction projects.
- Researched sustainable building concepts and alternative energy and determined their feasibility for residential and commercial developments, *e.g.*, regional shopping malls and hospitals.
- Provided comprehensive environmental and regulatory services for an industrial laundry chain. Facilitated permit process with the South Coast Air Quality Management District. Developed test protocol for VOC emissions, conducted field tests, and used mass balance methods to estimate emissions. Reduced disposal costs for solvent-containing waste streams by identifying alternative disposal options. Performed health risk screening for air toxics emissions. Provided permitting support. Renegotiated sewer surcharges with wastewater treatment plant. Identified new customers for shop-towel recycling services.
- Designed computer model to predict performance of biological air pollution control (biofilters) as part of a collaborative technology assessment project, co-funded by several major chemical manufacturers.
- Experience using a wide range of environmental software, including air dispersion models, air emission modeling software, database programs, and geographic information systems.

Water Quality and Pollution Control

Experience in water quality and pollution control, including surface water and ground water quality and supply studies, evaluating water and wastewater treatment technologies, and identifying, evaluating and implementing pollution controls. Some typical projects include:

- Evaluated impacts of on-shore oil drilling activities on large-scale coastal erosion in Nigeria.
- For a 500-MW combined-cycle power plant, prepared a study to evaluate the impact of proposed groundwater pumping on local water quality and supply, including a nearby stream, springs, and a spring-fed waterfall. The study was docketed with the California Energy Commission.
- For a 500-MW combined-cycle power plant, identified and evaluated methods to reduce water use and water quality impacts. These included the use of zero-liquid-discharge systems and alternative cooling technologies, including dry and parallel wet-dry cooling. Prepared cost analyses and evaluated impact of options on water resources. This work led to a settlement in which parallel wet dry cooling and a crystallizer were selected, replacing 100 percent groundwater pumping and wastewater disposal to evaporation ponds.
- For a homeowner's association, reviewed a California Coastal Commission staff report on the replacement of 12,000 linear feet of wooden bulkhead with PVC sheet pile armor. Researched and evaluated impact of proposed project on lagoon water quality, including sediment resuspension, potential leaching of additives and sealants, and long-term stability. Summarized results in technical report.

Applied Ecology, Industrial Ecology and Risk Assessment

Experience in applied ecology, industrial ecology and risk assessment, including human and ecological risk assessments, life cycle assessment, evaluation and licensing of new chemicals, and fate and transport studies of contaminants. Experienced in botanical, phytoplankton, and intertidal species identification and water chemistry analyses. Some typical projects include:

- Conducted technical, ecological, and economic assessments of product lines from agricultural fiber crops for European equipment manufacturer; co-authored proprietary client reports.
- Developed life cycle assessment methodology for industrial products, including agricultural fiber crops and mineral fibers; analyzed technical feasibility and markets for thermal insulation materials from natural plant fibers and conducted comparative life cycle assessments.
- For the California Coastal Conservancy, San Francisco Estuary Institute, Invasive Spartina Project, evaluated the potential use of a new aquatic pesticide for eradication of non-native, invasive cordgrass (*Spartina spp.*) species in the San Francisco Estuary with respect to water quality, biological resources, and human health and safety. Assisted staff in preparing an amendment to the Final EIR.
- Evaluated likelihood that organochlorine pesticide concentrations detected at a U.S. naval air station are residuals from past applications of these pesticides consistent with manufacturers' recommendations. Retained as expert witness in federal court case.
- Prepared human health risk assessments of air pollutant emissions from several industrial and commercial establishments, including power plants, refineries, and commercial laundries.
- Managed and conducted laboratory studies to license pesticides. This work included the evaluation of the adequacy and identification of deficiencies in existing physical/chemical and health effects data sets, initiating and supervising studies to fill data gaps, conducting environmental fate and transport studies, and QA/QC compliance at subcontractor laboratories. Prepared licensing applications and coordinated the registration process with German environmental protection agencies. This work led to regulatory approval of several pesticide applications in less than six months.
- Designed and implemented database on physical/chemical properties, environmental fate, and health impacts of pesticides for a major multi-national pesticide manufacturer.
- Designed and managed experimental toxicological study on potential interference of delta-9-tetrahydrocannabinol in food products with U.S. employee drug testing; co-authored peer-reviewed publication.
- Critically reviewed and prepared technical comments on applications for certification for several natural-gas fired, solar, and geothermal power plants and transmission lines in California permitted by the California Energy Commission. The comments addressed avian collisions and electrocution, construction and operational noise impacts on wildlife, risks from brine ponds, and impacts on endangered species.
- For a 180-MW geothermal power plant, evaluated the impacts of plant construction and operation on the fragile desert ecosystem in the Salton Sea area. This work included baseline noise monitoring and assessing the impact of noise, brine handling and disposal, and air emissions on local biota, public health, and welfare.

- Designed research protocols for a coastal ecological inventory in Southern California; developed sampling methodologies, coordinated field sampling, determined species abundance and distribution in intertidal zone, and conducted statistical data analyses.
- Designed and conducted limnological study on effects of physical/chemical parameters on phytoplankton succession; performed water chemistry analyses and identified phytoplankton species; co-authored two journal articles on results.

PRO BONO ACTIVITIES

Founding member of "SecondAid," a non-profit organization providing tsunami relief for the recovery of small family businesses in Sri Lanka. (www.secondaid.org.)

PUBLICATIONS & RECOMMENDATIONS

Available upon request.

EXHIBIT 3

Larry Wymer
& Associates
Traffic Engineering

Phone: (916) 768-6158
E-Mail: Larry@LarryWymerTE.com
Website: LarryWymerTE.com

February 19, 2015

Patrick Soluri
Soluri Meserve
1010 F St Ste 100
Sacramento, CA 95814

RE: ***Opinions on Curtis Park Village Safeway Gas Station***

Mr. Soluri,

This letter summarizes the professional opinions of Larry Wymer, licensed California Traffic Engineer, on traffic and safety issues associated with the proposed Curtis Park Village Safeway Gas Station.

I have been analyzing applicable documents and analysis associated with the Curtis Park Village project and the proposed Safeway gas station, which includes the following documents and analysis: (1) the original and revised versions of Dowling Associates, Inc. transportation and circulation analysis; (2) The City of Sacramento Community Development's P14-036 Project Information Package for the Curtis Park Village Fuel Center; (3) Curtis Park Village FAQs (and responses) as contained on the project's tumbler page http://cpvfaq.tumblr.com/; (4) Miscellaneous email correspondence between citizen Dana Mahaffey and Tom Buford, Senior Planner, City of Sacramento Environmental Planning Services; and (5) "Cottle Safeway Fuel Station - Addendum to the Hitachi Campus and Transit Village Final EIR - (March 2013) ".

Project Background – Pre Safeway Gas Station Traffic Analysis

On September 15, 2009, Dowling Associates, Inc. submitted a letter report titled "Curtis Park Village – Trip Generation Comparison" which included the following Introductory and Conclusion statements which provide a partial foundation for the traffic analysis performed to date.

> ***Introductory Statement***
> *"Dowling Associates prepared a revised transportation and circulation analysis for the Curtis Park Village project in summer 2008. The analysis was incorporated in the Transportation and Circulation Section of the Curtis Park Village Draft EIR (DEIR). In November 2008, the applicant submitted a revised application with similar roadway network but different land use mix that forms the basis of the Proposed Project in the DEIR. Consequently, a comparison of the amount of project generated trips generated by these two land use mixes was performed. The results were presented in the Trip Generation Comparison of Different Land Uses memorandum dated December 8, 2008 and included in the Appendix of the DEIR.*
>
> *"After the circulation of the DEIR and during the Response to Comments period, the applicant proposed a slight land use modification of the Proposed Project. The purpose of this memorandum is to present a trip generation comparison of the Current Proposed Project and the one analyzed in the DEIR and determine if*

any new significant impacts would result from the Current Proposed Project. A summary of the following land use assumptions are present in Table 1.

- *Project Proposed in the DEIR*
- *Project Analyzed in the Transportation and Circulation Section of the DEIR*
- *Current Proposed Project"*

Concluding Statement

"The Current Proposed Project would not cause any new significant impacts nor significantly worsen significant impacts that were identified in the DEIR. The Current Proposed Project would generate fewer daily, PM and Saturday peak hour trips than the Project Analyzed in the DEIR. The Current Proposed Project would generate 44 more trips (6 percent) during the AM peak hour than the Project Analyzed in the DEIR. The increased number of AM peak hour trips is primarily attributed to the Athletic Club use in Area 3 of the project site.

"The standard for determining significance in the DEIR was LOS C traffic operations. The current level of service standard under the new General Plan is LOS D. It should also be noted that the trip generation under the Current Proposed Project scenario would be reduced if a dinner theater, instead of an athletic club, is developed on the site."

Project Background –Safeway Gas Station Traffic Analysis

To date, a revised traffic analysis has not been performed for the revised Curtis Park Village site plan which replaces general retail development with a Safeway Gas Station. The only available documents, analysis, etc. are those included within materials (2), (3), and (4) listed within the second paragraph of this opinion letter.

CEQA Appendix G - Environmental Checklist – Section XVI. Transportation/Traffic

XVI. TRANSPORTATION/TRAFFIC – Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

OPINION 1 - In addition to gas stations adding new project trips to area roadways, they also by their very nature significantly alter existing (i.e. no project) travel patterns via significant pass-by/diverted trip in which drivers will alter their normal travel patterns to fuel at the new gas station. These trip characteristics are drastically different than those associated with typical retail development which the gas station would be replacing.

Vehicle trips to and from "Safeway" gas stations have unique trip generation characteristics and travel patterns from typical gas stations due to their customer loyalty program discounts. The fact that there are numerous Safeway stores in the vicinity of the project which do not have a gas station means that the proposed Curtis Park Village site will experience a unique and expanded customer base which will experience very unique trip distribution/assignment patterns from those associated with neighboring retail developments. And as a Safeway shopper myself who fuels my vehicles at only a Safeway gas station (or Costco gas station) when feasible, I can personally attest as an observant traffic engineer to the significant

differences in trip generation experienced by a Safeway gas station I am fueling at from that being generated by adjacent and nearby gas stations.

Trip generation, distribution, pass-by, and diverted trip assumptions as included within the Curtis Park Village FAQ section are completely inconsistent with those outlined within the "Cottle Safeway Fuel Station - Addendum to the Hitachi Campus and Transit Village Final EIR - (March 2013)" prepared for the City of San Jose. This inconsistency invalidates the FAQ conclusion, and if the conclusions as outlined for the Cottle Safeway Fuel Station in San Jose are applied to the Curtis Park Village site the result would potentially be significant increases and variations in trip generation and trip distribution/assignment.

Based on my personal knowledge of these differences from typical gas stations, and the inconsistencies with those outlined within the Cottle Safeway Fuel Station in San Jose, I believe a traffic analysis should be performed which considers trip generation characteristics for Sacramento area Safeway gas stations vs. market area size, and how that would correspond to the proposed Curtis Park Village gas station vs. the local market size relative to the area Safeway stores and distances from other Sacramento area Safeway gas stations.

Additionally, definite and potential variations in trip generation and trip distribution/assignment have not been fully accounted for within any traffic analysis performed to date, particularly at the intersection of Sutterville Road/ Crocker Drive which might experience enough changes in increased left and right turning vehicles to/from Crocker Drive to create deficient levels of service or exceed queuing storage capacities.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

SEE OPINION 1

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

NOT APPLICABLE

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

NO OPINION

e) Result in inadequate emergency access?

NO OPINION

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

OPINION 2 – The proposed Sacramento City College Pedestrian and Bicycle Bridge Crossing will add significant pedestrian and bicycle traffic along the westside sidewalks of Crocker Street, and some pedestrian and bicycle traffic along the southside sidewalks of the roadway designated as the "Access

Easement" located along the northern frontage of the proposed Safeway Gas Station. A revised traffic analysis should consider potential pedestrian/bicycle conflicts with fuel trucks and queuing vehicles entering and exiting the gas station.

Per the City of Sacramento's "Bicycle and Pedestrian Funding Guidelines, 2012" (as contained within the City's August 22, 2011 application for SACOG's 2011 Bike and Pedestrian Funding Program for the City College Pedestrian and Bicycle Overcrossing) the overcrossing would generate (and add to Curtis Park Village roadways) 126,000 bicyclists per year. If spread out evenly over a year this would result in an average of 345 bicycles per day, of which approximately 35 could be assumed as being present during the AM peak hour as well as during the PM peak hour (assuming a 10% daily-to-peak hour ratio). Of course bicycle volumes in reality could be expected to be significantly higher on days the college is in session and when events are occurring at Hughes Stadium. Information provided by the City of Sacramento's Traffic Engineering Department indicates that within the City of Sacramento (and within and surrounding the Curtis Park Village project) that bicycle volumes can be assumed as being approximately half of existing and expected pedestrian volumes. Thus the overcrossing would generate (and add to Curtis Park Village roadways) approximately 250,000 pedestrians per year. If spread out evenly over a year this would result in an average of approximately 700 pedestrians per day, of which approximately 70 could be assumed as being present during the AM peak hour as well as during the PM peak hour. Again, pedestrian volumes in reality could be expected to be significantly higher on days the college is in session and when events are occurring at Hughes Stadium.

Concluding Opinion

It is my professional opinion that potentially significant traffic and safety issues resulting from the proposed Curtis Park Village Safeway Gas Station were not previously analyzed in the 2010 Curtis Park Village EIR. A Supplemental EIR is necessary to adequately address these potentially significant impacts as required by CEQA.

Please don't hesitate to contact me if you should have any questions.

Larry C. Wymer
California Traffic Engineer 1955

EXHIBIT 4

on-street bicycle facilities. The 1.7 mile section between the at-grade crossings at Freeport Boulevard and 26th Avenue is the heart of the area with respect to alternate modes travel. The only crossing for any mode in this section is the Sutterville Road overcrossing, which is a high speed arterial lacking bike lanes and accessible pedestrian facilities. The City of Sacramento seeks to fill this deficiency with the construction of the City College POC.

The new structure would provide a convenient and safe pedestrian and bicycle link between Curtis Park and Land Park. As envisioned, the bridge would land at Sacramento Regional Transit's (RT) City College Light Rail Station on Sacramento City College Campus on the west, and at the site of the Curtis Park Village development project on the east.

The Proposed Project

The City of Sacramento wishes to apply for Community Design funding to construct a new pedestrian and bicycle overcrossing of the UPRR right-of-way between the Sacramento City College Campus and the Curtis Park Village Development. The City College POC project represents exactly the kind of public investment which can foster the type of visionary private development concept that is envisioned for Curtis Park Village. The project will provide a viable and pleasant alternative to automotive travel for recreational users as well as commuters. Among the many benefits of this project, the new bridge will:

- ✓ Allow the approved 72 acre mixed use Curtis Park Village development to realize its potential as one of the region's preeminent Transit Oriented Developments
- ✓ Support the public investment of state bond funds for Transit Oriented Development and Brownfield clean up in Curtis Park Village.
- ✓ Provide safe and pleasant access for pedestrians and cyclists across the UPRR tracks
- ✓ Provide convenient access to light rail for current and future residents of Curtis Park
- ✓ Provide neighborhood connectivity
- ✓ Fill a gap in the regional bikeway network
- ✓ Provide safe and convenient access for the disabled community
- ✓ Provide a distinctive architectural enhancement for the area
- ✓ Compliment a planned $10,000,000 retrofit of Hughes Stadium on the City College Campus
- ✓ Provide a more direct and safe route for pedestrian traffic to/from C.K. McClatchy High School and other schools in the area.

PETROVICH DEVELOPMENT COMPANY

July 29, 2011

Mr. Gregory Chew
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Subject: **Sacramento City College Light Rail Station/Curtis Park Village Pedestrian Bridge**

Dear Mr. Chew,

As the property owner and developer of Curtis Park Village, Petrovich Development Company is delighted to provide an endorsement for the City of Sacramento's planned project to construct an alternate modes overcrossing of the Union Pacific railroad tracks between Sacramento's Curtis Park and Land Park neighborhoods at the Sacramento City College Light Rail Station. We feel the bridge project will be an outstanding amenity benefiting Sacramento City College, local neighborhoods, and Light Rail users, as well as the future residents, patrons, and retailers in Curtis Park Village.

As you are aware, the Curtis Park Village project is a high density, mixed-use, infill development project which has embraced the doctrine of the "Blueprint" developed by SACOG. Our view is that the new bridge is in lockstep with the goals of the Blueprint and a key component to support the transit connectivity of the Curtis Park Village project to Sacramento Regional Transit and we look forward to its implementation.

In working with City staff through the conceptual development and final design of their project, we have been extremely pleased with their efforts to create a project which will meld both functionally and architecturally with our vision for Curtis Park Village. The bridge design is tasteful, elegant, and caters to pedestrians, cyclists as well as the disabled community providing them direct access to light rail transit and the many amenities we are planning at Curtis Park Village. The care taken by the design team to address aesthetic treatment, nighttime security, and to minimize opportunities for vandalism have also been excellent.

As the City goes through the SACOG application process for construction funding, we at Petrovich Development Company are hopeful that SACOG will see the obvious benefits of this important project. It is our considered opinion that the project is emblematic of the type of smart growth improvement that our region should be advocating as we look for opportunities to implement SACOG's Blueprint.

Sincerely,

Philip J. Harvey, Senior Vice President of Development

825 K Street • Sacramento, CA 95814 • Phone (916) 442-4600
Fax (916) 442-6313

SIERRA • CURTIS
Neighborhood Association

May 14, 2015

SENT VIA EMAIL (see service list)

City of Sacramento Planning and Design Commission
300 Richards Blvd., Third Floor
Sacramento, CA 95811

RE: Curtis Park Village Fuel Center (P14-036)

Honorable Chair and members of the Commission:

This letter provides comments from the Sierra Curtis Neighborhood Association ("SCNA") regarding the CEQA Addendum ("Addendum") for the fuel center and minimart proposed by Petrovich Development for Curtis Park Village (application number P14-036) ("Fuel Center"). The Addendum fails to comply with CEQA with respect to its analysis of toxic air contaminants ("TACs").

Under CEQA, the City has a duty to consider whether the revision of the Curtis Park Village ("CPV") to include the Fuel Center will result in new significant effects that were not disclosed in the prior EIR. (CEQA Guidelines, § 15162.) Thus, the proper scope of the City's review of TAC impacts is not just the Fuel Center emissions in isolation but rather whether the addition of Fuel Center TAC emissions will result in a new significant TAC emission impact for the CPV project. The Addendum is legally defective because it does not analyze the combined TAC emissions from the CPV project as mandated by CEQA and the SMAQMD CEQA Guide.

The prior CPV EIR, consistent with standard practice, identified 10 increased cancer risks per million as the relevant significant threshold for long-term chronic health impacts from TACs. (DEIR, p. 5.3-8.) The CPV EIR ultimately found the impact less than significant without the need for any mitigation. (DEIR, p. 5.3-17-18.) Notably, the EIR did not prepare a site-specific health risk assessment ("HRA") that analyzed the combined health risk of all TAC emissions from the CPV project. In fact, the only analysis in this regard was a screening-level analysis that identified a 2.4 in one million cancer risk associated with TAC emissions from the existing rail line. (DEIR, p. 5.3-17.)

The proposed Fuel Center would add a new source of TAC emissions that, viewed in isolation, results in an increased cancer risk of 9.9[1] at the nearest sensitive receptor.

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[1] This resulting health risk was derived by the project applicant's consultant, ENVIRON, by using spatial averaging, a methodology that ENVIRON did not use with in its first report that

This is literally 0.1 below the threshold of significance for TAC emissions. However, there is no question that the CPV *as already approved* (including 269,000 square feet of commercial) includes other TAC emission sources, which must aggregate to less than 10 increased cancer risks in order to approve the Fuel Center with a CEQA Addendum. The SMAQMD's CEQA Guide explains the need to combine TAC emissions in a CEQA document:

> The District recognizes that permitted stationary sources of TACs and non-permitted sources of TACs may operate on the same project site. Lead agencies ***shall*** evaluate the ***combined impact of all TAC emissions generated on the project site***.[2] (Emphasis added).

SMAQMD's mandate to analyze the combined impact is entirely consistent with comments by SCNA's expert, Dr. Petra Pless, dated May 4, 2015, which provide in part:

> Fourth, the HRA incorrectly treats the GDF as if it were a standalone project when, in fact, it is part of a much larger project, i.e., the entire Curtis Park Village project. A valid health risk analysis for purposes of CEQA review must assess health risks from the entire development, i.e., TAC emissions during the construction as well as the operational phase of the project. Of particular concern are DPM emissions from construction equipment, haul trucks, delivery trucks, and TAC emissions from dry cleaners. In addition, some residences within Curtis Park Village would be located only about 100 feet away from active railroad tracks; The EIR estimated the health risks due to locomotive DPM emissions at 2.4 in one million.

As Dr. Pless explains, neither ENVIRON's HRA nor the City's Addendum considers the combined TAC emissions from the Fuel Center together with other TAC emission sources at the CPV site. Not only do the HRA and Addendum ignore these other emission sources, but they create a nonsensical scenario wherein these other emission sources must necessarily result in literally no increased cancer risks. Otherwise, the City's reliance on a CEQA Addendum is improper since the threshold of significance will be triggered. Thus, The City's flawed approach thwarts informed decision-making and public participation.

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had to be corrected due to flawed assumptions that resulted in underreporting the health risk by nearly 50% (reporting 7 increased cancer risks rather than the correct value of 13).

[2] Sacramento Metropolitan Air Quality Management District CEQA Guide December 2009, Revised June 2014, page 5-8 (See Exhibit 1).

The Addendum further thwarts informed decision-making by ignoring a critical land use policy recommendation on the specific issue of where to site high-volume gas stations by the California Air Resources Board ("CARB"), which provides:

> Avoid siting new sensitive land uses within 300 feet of a large gasoline dispensing facility (defined as a facility with a throughput of 3.6 million gallons per year or greater).

(See Exhibit 1, CARB Land Use Handbook, p. 32.)

It is puzzling that the City's Addendum and staff report would ignore such a specific and a clear land use siting recommendation from CARB, which is the state agency with expertise on air emissions. Although it is perhaps not so puzzling when one considers how the proposed Fuel Center measures up to this recommendation: not only is the nearest sensitive receptor less than 1/3 the recommended distance, but the throughput (7.45 million gallons) is twice the minimum throughput triggering the recommended 300-foot distance. The CEQA Addendum's failure to address CARB's siting recommendation further thwarts informed decision-making and public participation.

As a final matter, it is noted that the Fuel Center's proposed conditions of approval do not include a throughput limitation of 7.45 million gallons that purportedly results in a less than significant impact. While the City may "recognize[] and respect[]" the AQMD's Clean Air Act Title V permitting authority, this does not allow the City to abdicate its duty to avoid environmental impacts to the extent feasible. The City's Addendum and staff report fail entirely to demonstrate that the City's discretionary land use authority does not include imposing a throughput condition to support the City's finding that the impact is less than significant.

Very truly yours,

SIERRA CURTIS
NEIGHBORHOOD ASSOCIATION

By: Eric A. Johnson, President

Attachments:
1. SMAQMD CEQA Guide, Chapter 5 TAC emissions
2. Excerpt from CARB Land Use Handbook

Service list (via email):

Planning and Design Commission
Chair David Nybo (dnybo@wateridge.net)
Vice Chair Alan LoFaso (ALofaso@sbcglobal.net)
Commissioner Jose Bodipo-Memba (Bodipo50@gmail.com)
Commissioner Kiyomi Burchill (burchillcitypc@gmail.com)
Commissioner Cornelious Burke (cburke.realestate@gmail.com)
Commissioner Edmonds Chandler (ed@loftgardens.com)
Commissioner Douglas Covill (dcovill@cbnorcal.com)
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Commissioner Joseph Yee (jyeepdc@gmail.com)
Commissioner Vincent Darrel Teat Jr. (dteat@nehemiahcorp.org)

cc: Paul Philley, SMAQMD (pphilley@airquality.org)
Rachel DuBose, SMAQMD (rdubose@airquality.org)

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Exhibit 1

5. TAC EMISSIONS

5.1 INTRODUCTION

Under the Clean Air Act, toxic air contaminants (TACs) are airborne pollutants that may be expected to result in an increase in mortality or serious illness or which may pose a present or potential hazard to human health. TACs are also referred to as toxic air pollutants or hazardous air pollutants.

A wide range of sources, from industrial plants to households emits TACs. Because it is not practical to eliminate all TACs these compounds are regulated through risk management programs. These programs are designed to eliminate, avoid, or minimize the risk of adverse health effects from exposures to TACs.

A chemical becomes a regulated TAC after it is identified by ARB's California Air Toxics Program or the U.S. Environmental Protection Agency's (EPA) National Air Toxics Assessments, assessed for its potential for human exposure, and evaluated for its health effects on humans. ARB has listed approximately 200 toxic substances, including those identified by EPA, which are identified on the California Air Toxics Program's TAC List.

5.1.1 HEALTH EFFECTS

TACs can cause long-term health effects such as cancer, birth defects, neurological damage, or genetic damage; or short-term acute affects such as eye watering, respiratory irritation (a cough), running nose, throat pain, and headaches. Regulating TACs is important not only because of the severity of their health effects, but also because the health effects can occur with exposure to even small amounts of TACs. TACs are not classified as criteria air pollutants (CAPs) and no ambient air quality standards have been established for them. The effects of various TACs are very diverse and their health impacts tend to be local rather than regional; consequently uniform standards for these pollutants have not been established.

TACs can be separated into carcinogens and non-carcinogens based on the nature of the physiological degradation associated with exposure to the pollutant. For regulatory purposes, carcinogens are assumed to have no safe threshold below which health impacts would not occur and cancer risk is expressed as excess cancer cases per one million exposed individuals. Non-carcinogens differ in that there is generally assumed to be a safe level of exposure below which no negative health impact is believed to occur. These levels are determined on a pollutant-by-pollutant basis. Acute and chronic exposure to non-carcinogens is expressed in using a Hazard Index (HI), which is the ratio of expected exposure levels to acceptable health-acceptable exposure levels.

EPA's web page, About Air Toxics, provides more detailed information about the health effects of TACs. The specific health effects of each particular TAC as

identified by the Office of Environmental Health Hazard Assessment (OEHHA) and ARB are listed in the Consolidated Table of OEHHA / ARB Approved Risk Assessment Health Values.

5.1.2 Concepts in Health Risk

The dose to which receptors are exposed to a TAC is the primary factor used to determine health risk. Dose is a function of the concentration of a substance or substances in the environment and the duration of exposure to the substance(s). Dose is positively correlated with the concentration of a toxic substance, which generally disperses with distance from the emission source under normal meteorological conditions. Dose is also positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for an exposed individual. Thus, the risks estimated for a receptor are higher if a fixed exposure occurs over a longer period. The breathing rate of an exposed individual is also an important factor. For instance, children have higher intake rates on a per kilogram body weight basis and thus receive a higher dose of airborne pollutants.

5.1.3 Trends in Background TAC Levels

The California Almanac of Emissions and Air Quality (Almanac), which is published annually by ARB, presents the trends of various TAC emissions in California. Currently, the estimated risk from particulate matter emissions from diesel exhaust (diesel PM) is higher than the risk from all other TACs combined, and this TAC poses the most significant risk to California's population. In fact, ARB estimates that 79% of the known statewide cancer risk from the top 10 outdoor air toxics is attributable to diesel PM.

In September 2000, ARB adopted the Diesel Risk Reduction Plan (DRR Plan), which recommends many control measures to reduce the risks associated with diesel PM and achieve a goal of 75% PM reduction by 2010 and 85% by 2020. The key elements of the Plan are to clean up existing engines through engine retrofit emission control devices, to adopt stringent standards for new diesel engines, to lower the sulfur content of diesel fuel, and implement advanced technology emission control devices on diesel engines. In fact, many of the Air Toxic Control Measures that have been promulgated by ARB specifically address diesel PM emissions from a range of sources, including portable engines, cargo handling equipment used at ports, transport refrigeration units, and idling by commercial vehicles and school buses. Without implementing the DRR Plan, according to ARB's 2009 Almanac, diesel PM concentrations in 2010 and 2020 are estimated to drop by only about 17% and 33%, respectively, from the estimated year 2000 level.

It is important to note these TAC reductions in the context of well-planned mixed-use urban areas. In response to nonattainment conditions with respect to criteria air pollutants (CAP), specifically ozone, land uses within California are being developed with an increased emphasis on planning principles that reduce vehicle miles traveled (VMT) along with energy and water consumption (e.g., smart

growth, transit-oriented design). With the passage of Assembly Bill 32 and the associated greenhouse gas (GHG) emissions reduction goal of achieving 1990 levels by 2020, the implementation of such principles will play an increasingly important role with regards to land use planning as California will need to more efficiently (e.g., less VMT per household) accommodate population and job growth. Though this type of planning proves to effectively reduce regional CAP emissions and GHGs, inherent to the design, receptors are placed in closer proximity to localized sources of pollution (e.g., freeways, rail). Thus, the future TAC reductions discussed above will play an important role in addressing this matter; however, lead agencies need to assess the potential for higher density development patterns to result in increased TAC exposure levels.

5.2 ANALYSIS EXPECTATIONS

The District recommends that CEQA documents analyze potential impacts resulting from exposure of sensitive receptors to high doses of TACs and associated health risk. These analyses shall include the following:

- A discussion of type of construction activities that would occur and the TAC emission sources associated with those activities. This may include the number and types of equipment anticipated to be used during construction. Detailed guidance about construction-generated TACs is provided in section 5.3.1, Construction Activity.
- A significance determination about construction-generated TAC emissions, without mitigation;
- A discussion of feasible mitigation necessary to reduce construction-generated TACs and whether the reduction is sufficient to reduce impacts to a less-than-significant level.
- A discussion of whether the project would locate any permitted sources of TACs or non-permitted sources of TACs (e.g., a high traffic volume roadway) in close proximity to existing or future planned receptors;
- A discussion of whether the project would locate new receptors in close proximity to an existing or future planned source of TAC emissions;
- A significance determination about exposure to TACs from project operations without mitigation; and
- A discussion of feasible mitigation necessary to reduce TAC exposure resulting from project construction and operations and whether the reduction would be sufficient to reduce the impact to a less-than-significant level.
- A quantitative health risk assessment (HRA) that discloses health risk levels at affected receptors if qualitative methodologies for analyzing TAC impacts are not sufficient. The HRA shall be conducted in consultation with the District and

in accordance with acceptable guidance such as the California Air Pollution Control Officers Association's *Health Risk Assessments for Proposed Land Use Projects* or OEHHA's *Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments*.

Lead Agencies shall make a concerted effort to obtain detailed project-specific information in order to accurately disclose all potential TAC-related impacts. However, the District recognizes that the level of detail in which this information is available may vary at the time the impact analysis is performed. More detailed guidance for analyzing TAC impacts is provided below.

5.3 METHODOLOGIES

Methodologies for assessing impacts resulting from diesel PM and airborne asbestos emissions generated by short-term construction activity are discussed below, followed by methodologies for assessing operational TAC emissions for projects that would site TAC emission sources in close proximity to receptors and for projects that would locate receptors near existing permitted and non-permitted TAC emission sources.

5.3.1 CONSTRUCTION ACTIVITY

Construction activity can result in emissions of particulate matter from diesel exhaust (diesel PM), airborne asbestos resulting from the demolition of asbestos-containing materials, and, in some areas of Sacramento County, earth disturbance activity can result in the release of naturally occurring asbestos (NOA) to the air. These TACs are addressed separately below.

DIESEL PM EXHAUST

The use of off-road heavy-duty diesel equipment for site grading and excavation, paving, and other construction activities results in the generation of diesel PM emissions, which was identified as a TAC by ARB in 1998. According to the Consolidated Table of OEHHA / ARB Approved Risk Assessment Health Values, the potential cancer risk from the inhalation of diesel PM, as discussed below, outweighs the potential noncancer health impacts.

The District has not established a quantitative threshold of significance for construction-related TAC emissions. Therefore, the District recommends that lead agencies address this issue on a case-by-case basis, taking into consideration the specific construction-related characteristics of each project and its proximity to off-site receptors. The impact discussion shall disclose the following about the construction activity associated with each project:

- Types of off-site receptors and their proximity to construction activity,
- Duration of construction period,

- Quantity and types of diesel-powered equipment,
- Number of hours equipment would be operated each day,
- Location of equipment staging area,
- Predominant wind direction, and
- Amount of on-site diesel-generated PM exhaust if mass emission levels from construction activity are estimated.

The District recognizes that detailed information about a project's construction activities may not be known at the time of writing the impact analysis. In this case, the District recommends the use of conservative estimates for the parameters including the number and type of construction equipment used, the hours of operation, and the distance from equipment to the nearest off-site receptors.

Demolition of Asbestos-Containing Materials

Demolition of existing buildings and structures would be subject to District Rule 902 (Asbestos). District Rule 902 is intended to limit asbestos emissions from demolition or renovation of structures and the associated disturbance of asbestos-containing waste material generated or handled during these activities. The rule addresses the national emissions standards for asbestos along with some additional requirements. The rule requires lead agencies and their contractors to notify the District of any regulated renovation or demolition activity. This notification includes a description of structures and methods utilized to determine whether asbestos-containing materials are potentially present. All asbestos-containing material found on the site must be removed prior to demolition or renovation activity in accordance with District Rule 902, including specific requirements for surveying, notification, removal, and disposal of material containing asbestos. Therefore, projects that comply with Rule 902 would ensure that asbestos-containing materials would be disposed of appropriately and safely. By complying with District Rule 902, thereby minimizing the release of airborne asbestos emissions, demolition activity would not result in a significant impact to air quality.

Because District Rule 902 is in place, no further analysis about the demolition of asbestos-containing materials is needed in a CEQA document. However, the District does recommend that CEQA documents acknowledge and discuss District Rule 902 to support the public's understanding of this issue.

Naturally Occurring Asbestos

Naturally occurring asbestos (NOA) was identified as a TAC in 1986 by ARB. NOA is located in many parts of California and is commonly associated with ultramafic rocks, according the California Department of Geology's special publication titled Guidelines for Geologic Investigations of Naturally Occurring Asbestos in California.

Asbestos is the common name for a group of naturally occurring fibrous silicate minerals that can separate into thin but strong and durable fibers. Ultramafic rocks form in high-temperature environments well below the surface of the earth. By the time they are exposed at the surface by geologic uplift and erosion, ultramafic rocks may be partially to completely altered into a type of metamorphic rock called serpentinite. Sometimes the metamorphic conditions are right for the formation of chrysotile asbestos or tremolite-actinolite asbestos in the bodies of these rocks or along their boundaries, according to a report published in 2000 by the California Geological Survey (formerly the California Division of Mines and Geology) titled *A General Location Guide for Ultramafic Rocks in California—Areas More Likely to Contain Naturally Occurring Asbestos*.

For individuals living in areas of NOA, there are many potential pathways for airborne exposure. Exposures to soil dust containing asbestos can occur under a variety of scenarios, including children playing in the dirt; dust raised from unpaved roads and driveways covered with crushed serpentine; grading and earth disturbance associated with construction activity; quarrying; gardening; and other human activities. For homes built on asbestos outcroppings, asbestos can be tracked into the home and can also enter as fibers suspended in the air. Once such fibers are indoors, they can be entrained into the air by normal household activities, such as vacuuming (as many respirable fibers will simply pass through vacuum cleaner bags).

People exposed to low levels of asbestos may be at elevated risk (e.g., above background rates) of lung cancer and mesothelioma. The risk is proportional to the cumulative inhaled dose (quantity of fibers), and also increases with the time since first exposure. Although there are a number of factors that influence the disease-causing potency of any given asbestos (such as fiber length and width, fiber type, and fiber chemistry), all forms are carcinogens.

At the request of SMAQMD, the California Geological Survey (formerly the California Division of Mines and Geology) prepared a report called the Relative Likelihood for the Presence of Naturally Occurring Asbestos in Eastern Sacramento County, California. The map in this report displays "areas moderately likely to contain NOA." Although geologic conditions are more likely for asbestos formation in particular areas identified by the map, the presence thereof is not certain.

Using the detailed map at the end of this report, a lead agency shall discuss whether a proposed project would be located in "areas moderately likely to contain NOA." If a project would not involve earth-disturbing construction activity in one of these areas or would not locate receptors in one of these areas then it can be assumed that the project would not have the potential to expose people to airborne asbestos particles. If a project would be located in an area moderately likely to contain NOA, then the impact shall be considered potentially significant.

5.3.2 Siting NEW TAC Sources

Siting Permitted TAC Sources

The siting of new stationary sources of TACs is subject to the rules under District Regulation 2, Permits. Each new stationary source is evaluated to determine whether it has the potential to emit TACs. The District assesses the impact from TACs based on its guidance document, *Supplemental Risk Assessment Guidelines for New and Modified Sources*, as well guidance documents from OEHHA, ARB and the California Air Pollution Control Officers Association. The District requires emission controls, similar to Best Available Control Technology (BACT), called Toxic Best Available Control Technology (T-BACT) for certain sources.

In addition to T-BACT requirements, permits for equipment that may emit TACs may also contain conditions required by the National Emission Standards for Hazardous Air Pollutants (NESHAPs) and Air Toxic Control Measures (ATCMs) promulgated by the EPA and ARB, respectively. In short, a new stationary source of TACs would not receive the authority to construct or permit to operate if it would result in:

- An incremental increase in cancer risk greater than 10 in one million at any off-site receptor; and/or
- An off-site ground-level concentration of non-carcinogenic TACs generated from the project that would result in a Hazard Index greater than 1 (unless approved by OEHHA).

These permitting requirements are identical to the District's thresholds of significance for TACs generated by stationary sources or land uses that included non-permitted sources (e.g., truck distribution yards). Therefore, lead agencies can determine that a new stationary source of TACs that attains the authority to construct and permit to operate from the District would not exceed the District's applicable TAC thresholds of significance.

Siting Land Uses that Include Non-Permitted TAC Sources

Some land use development projects, such as a truck distribution center or a commercial venue, could result in a high volume of TAC-generating activity in a relatively small or defined area. For instance, a discount superstore may receive approximately 5 deliveries each day from semi-tractor trailers at its loading dock. The potential impact of TAC emissions from a project of this type and size could be assessed qualitatively based on the level of truck activity, the proximity to nearby off-site receptors, and the predominant wind direction. However, a truck distribution center that has multiple loading docks, generates a high number of trips by diesel trucks, and/or includes diesel-powered "yard trucks" that only operate on the site would likely require a full HRA to determine whether associated emissions would exceed the District's thresholds of significance for TACs at an off-site receptor. These types of HRAs should be performed according

to the guidance provided in the California Air Pollution Control Officers Association's *Health Risk Assessments for Proposed Land Use Projects*.

The District recognizes that permitted stationary sources of TACs and non-permitted sources of TACs may operate on the same project site. Lead agencies shall evaluate the combined impact of all TAC emissions generated on the project site.

5.3.3 Siting New Sensitive Receptors

When a project would include the development of new sensitive receptors, including residential dwellings and schools, lead agencies should analyze all sources of TACs that could potentially affect the proposed development location. This analysis shall address all permitted and non-permitted sources within a half mile (2,640 feet) of the proposed project site. The siting of sensitive receptors near permitted TAC sources, land uses that include non-permitted TAC sources, and major roadways is discussed separately below.

Siting Receptors Near Existing Permitted Sources

The District recommends that lead agencies survey all permitted TAC sources located within at least a half mile (2,640 feet) of the proposed project site. Permitted TAC sources can be identified using ARB's Community Health Air Pollution Information System (CHAPIS) and supplemented using the EPA's Toxics Release Inventory Explorer search tools.

When using CHAPIS searches can be conducted by county and/or ZIP code. In order to conduct a thorough search, lead agencies shall search all ZIP codes that are within a half mile (2,640 feet) of the project site. CHAPIS will then display a map of the area with some additional data fields. Select "all toxic compounds" in the Select pollutant data field, enter the ZIP code of the project site in the ZIP Code field, and choose a distance in the Circle radius field. The District suggests choosing "2 miles" in the Circle radius field, then clicking on the Go to ZIP button to execute the search and produce a map of the project area. After identifying the project site on the map, the circle radius tool can then be used to show a half mile radius around the project site. Individual facilities on the CHAPIS map can be identified be selecting the information icon from the tool bar above the map and clicking on each facility. A new window will display the name of the company that operates the facility, which can be clicked to show a Facility Details window that displays detailed information about that facility's air pollutant emissions and associated risk levels.

Important information is contained in the Facility Prioritization table in the Facility Details window. The Facility Prioritization table indicates whether the facility's TAC emissions are above or below the District's prioritization threshold and, therefore, whether a quantitative HRA was required for the facility. If the District's prioritization threshold was not exceeded by the facility and, therefore, an HRA was not required, then the lead agency shall determine that the facility

does not result in a substantial health risk to nearby areas. For some TAC sources such as dry cleaners using perchloroethylene and gasoline dispensing facilities, which typically do not have an HRA conducted when they were developed, a lead agency may want refer to the recommended setback distanced discussed in the Air Quality and Land Use Handbook: A Community Health Perspective (Land Use Handbook), published by ARB.

If the District's prioritization threshold is exceeded by the facility (and an HRA was required) then the lead agency should request the results of the HRA from the District (Public Information Request). The results of the HRA should be examined to determine whether the facility's TAC emissions result in risk levels at the proposed project site that exceed the District's thresholds of significance for TACs. This step is important because some HRA's only estimate the levels of risk at existing discrete off-site receptors and/or a fence line receptors, while others evaluate the levels of health risk at all off-site locations surrounding the facility. The District requires an HRA to reflect the maximum potential health risk from a facility, which could be an existing or future discrete site, or the fence line depending on the specific project and its surroundings.

The EPA's Toxics Release Inventory Explorer search tool can also be used to supplement the survey using ARB's Community Health Air Pollution Information System (CHAPIS). Note that EPA's search tool provides information about releases of toxic chemicals discharged to the environment in a variety of forms, including emissions to the air (i.e., TACs), discharges to bodies of water, disposal to the land at the facility, and/or disposal in underground injection wells. In the air quality analysis of a CEQA document, lead agencies only need to address air pollutant emissions.

Siting Receptors Near Land Uses That Include Non-Permitted Sources

Lead agencies shall also examine which non-permitted TAC sources are located near a proposed project site. Non-permitted sources of TACs include land uses such as truck distribution centers and rail yards. Land uses that contain permitted sources, such as a land fill or chemical plant, may also contain non-permitted TAC sources, particularly if they host a high volume of diesel truck activity. The lead agency shall determine whether the new receptors would be exposed to levels of health risk from the non-permitted TAC sources operating on the nearby land use would exceed the District's thresholds of significance for TACs. This determination can be supported by a site-specific HRA that models all TAC emissions generated on the neighboring land use.

A qualitative analysis can be performed if the level of TAC emissions generated on the neighboring land use is relatively low (e.g., a few truck visits to a retail loading dock each week) and would not occur in immediate proximity to the proposed receptor location. When performing a qualitative analysis lead agencies shall consider the following parameters associated with the development of sensitive receptors near land uses that include non-permitted sources of TACs.

- Risk factors of the TACs generated by the land use;
- Intensity of TAC-generating activity (e.g., number of diesel trucks);
- Predominant wind direction relative to the TAC source and affected receptors; and
- Rate at which the TACs generated by the source drop off over distance, if available.

These parameters are discussed in detail for many types of TAC-generating land uses in the Land Use Handbook. The Land Use Handbook provides guidance on land use compatibility with sources of TACs and recommended set back distances for a variety of land use types that include activity by non-permitted TAC sources (e.g., diesel truck activity). The District recognizes that the Land Use Handbook is not a law or adopted policy but offers advisory recommendations for the siting of sensitive receptors near uses associated with TACs.

Siting Receptors Near Major Roadways

The prominent TAC associated with high volumes of traffic on major roadways is diesel PM. For projects that would site receptors in close proximity to major roadways, lead agencies shall use the District's Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways (Protocol). The Protocol was developed to provide further guidance on ARB's Land Use Handbook to assist local land use jurisdictions in assessing the potential cancer risk of siting sensitive land uses adjacent to major roadways.

The Protocol focuses on assessing cancer risk from diesel PM and provides a disclosure mechanism for those risks, while showing the relationship between potential cancer risk from diesel PM exposure and distance from the major roadway. The Protocol is applicable to any projects that would locate sensitive receptors within 500 feet of a high traffic volume roadway which is defined as a freeway, urban roadway with greater than 100,000 vehicles per day, or rural roadway with 50,000 vehicles per day. In order to determine whether a highway segment is considered a major roadway, lead agencies can refer to the District's Roadway Protocol webpage for a list. Detailed traffic volume information for highways can be obtained from the California Department of Transportation's Average Annual Daily Trips (AADT) Data for State Highways, Interstates, and U.S. Highways. Information about the traffic volume on non-highway road segments may be available from the local city or county. Local communities often collect traffic volumes when developing their General Plans or Environmental Impact Reports for land use development projects.

The District emphasizes, however, that the Protocol is not intended to provide an acceptable cancer risk level or a regulatory threshold to be used to determine whether a proposed land use development project would be considered

acceptable. Local land use jurisdictions retain all authority to decide whether the land use project is appropriate after considering all relevant factors.

5.4 MITIGATION

Mitigation strategies for reducing diesel PM exhaust emitted by off-road construction equipment, on-road engines, and measures for controlling NOA during construction are discussed separately below. Measures that reduce health risk exposure from TACs generated by major roadways are discussed in detail in the District's Protocol.

5.4.1 DIESEL PM EXHAUST FROM CONSTRUCTION EQUIPMENT

Implementation of the District's Basic Construction Emission Control Practices would result in the reduction of diesel PM exhaust emissions in addition to CAP emissions, particularly the measures to minimize engine idling time and maintain construction equipment in proper working condition and according to manufacturer's specifications. This is also true for the Enhanced Exhaust Control Practices for off-road construction equipment, which reduce particulate exhaust emissions by 45% and regulate the opacity of exhaust from all off-road diesel powered equipment. The District's basic and enhanced mitigation measures are discussed in further detail in Section 3.4 of Chapter 3, Construction-Generated Criteria Air Pollutant and Precursor Emissions.

In addition, the District provides the following non-comprehensive list of measures to reduce exposure of sensitive receptors to diesel PM exhaust emissions associated with construction activity.

- Install diesel particulate filters or implement other ARB-verified diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the District's Enhanced Exhaust Control Practices;
- Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied);
- Establish staging areas for the construction equipment that are as distant as possible from off-site receptors;
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible;
- Use haul trucks with on-road engines instead of off-road engines even for on-site hauling;

- Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or
- Temporarily relocate receptors during construction activity.

Lead agencies shall consider the applicability and feasibility of each measure on a project-by-project basis. The District also encourages lead agencies to develop additional measures.

5.4.2 Diesel PM Exhaust from On-Road Equipment

In some instances diesel PM can be controlled at the source by implementing emission control technologies. ARB's Diesel Certification Program maintains a list of ARB-verified diesel emission control strategies for reducing diesel PM from on-road and off-road engines (e.g., diesel particulate filters). Lead agencies may implement mitigation that requires the use of these strategies. For example, it may be feasible to require developers of a housing development proposed near a truck distribution center to fund the purchase and installation of diesel particulate filters on the trucks or other diesel engines that operate a the distribution center. A lead agency may also require that ARB-verified diesel emission control strategies be implemented by the operator of a proposed truck yard that would be located near existing or future planned receptors.

5.4.3 Control Measures for Naturally Occurring Asbestos

The District recommends the following mitigation measure for projects that would be located in "areas moderately likely to contain NOA" identified by the California Geological Survey's report, titled *Relative Likelihood for the Presence of Naturally Occurring Asbestos in Eastern Sacramento County, California*.

- A site investigation shall be performed to determine whether and where NOA is present in the soil and rock on the project site and/or areas that would be disturbed by the project. The site investigation shall include the collection of soil and rock samples by a California Registered geologist. If the site investigation determines that NOA is not present on the project site then the project applicant shall submit a Geologic Exemption as allowed under Title 17, Section 93105, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining (Asbestos ATCM). If the site investigation determines that NOA is present on the project site, then the project applicant shall submit an Asbestos Dust Control Plan including but not limited to control measures required by the Asbestos ATCM for approval by the District. The project applicant shall submit the plan to the District for review and approval before beginning any ground disturbance activity. District approval of the plan must be received before ground disturbance occurs in any "areas moderately likely to contain NOA," as determined by the map in California Geological Survey's report titled *Relative Likelihood for the Presence of Naturally Occurring Asbestos in Eastern Sacramento County,*

California. Upon approval of the Asbestos Dust Control Plan by the District, the applicant shall ensure that construction contractors implement the terms of the plan throughout the construction period. This measure shall be fully funded by the project applicant.

Implementation of the above mitigation measure would reduce impacts associated with generation of fugitive dust that potentially contains NOA. If the site investigation determines that NOA is present on the project site, then implementation of a District-approved dust control plan would reduce impacts related to construction in serpentinite soils. Implementation of these measures would reduce the potentially significant impact associated with exposure to NOA during construction to a less-than-significant level.

If NOA is located on the surface of the project site then mitigation may be necessary to reduce the risk of generating airborne asbestos from some operational activities such as recreational activities on baseball diamonds and dirt running tracks or residents overturning soil for gardening purposes. In order to reduce exposure to airborne asbestos emissions in these types of situations, lead agencies shall consider mitigation that requires all surface soil containing NOA to be replaced with clean soil or capping these surfaces with another material (e.g., cinder or rubber).

Exhibit 2

AIR QUALITY AND LAND USE HANDBOOK: A COMMUNITY HEALTH PERSPECTIVE

April 2005

California Environmental Protection Agency
California Air Resources Board

Recommendation

- Avoid siting new sensitive land uses within 300 feet of any dry cleaning operation. For operations with two or more machines provide 500 feet. For operations with 3 or more machines, consult with the local air district.

- Do not site new sensitive land uses in the same building with perc dry cleaning operations.

References

- *Proposed Amended Rule 1421 – Control of Perchloroethylene Emissions from Dry Cleaning Systems,* Final Staff Report. South Coast AQMD. (October 2002)
- *Air Toxic Control Measure for Emissions of Perchloroethylene from Dry Cleaning Operations.* ARB (1994) (http://www.arb.ca.gov/toxics/atcm/percatcm.htm)
- *"An Assessment of Tetrachloroethylene in Human Breast Milk"*, Judith Schreiber, New York State Department of Health – Bureau of Toxic Substance Assessment, Journal of Exposure Analysis and Environmental Epidemiology, Vol.2, Suppl.2, pp. 15-26, 1992.
- Draft *Air Toxics "Hot Spots" Program Perchloroethylene Dry Cleaner Industry-wide Risk Assessment Guidelines.* (CAPCOA (November 2002)
- *Final Environmental Assessment for Proposed Amended Rule 1421 – Control of Perchloroethylene Emissions from Dry Cleaning Systems.* South Coast AQMD. (October 18, 2002)

Gasoline Dispensing Facilities

Refueling at gasoline dispensing facilities releases benzene into the air. Benzene is a potent carcinogen and is one of the highest risk air pollutants regulated by ARB. Motor vehicles and motor vehicle-related activity account for over 90 percent of benzene emissions in California. While gasoline-dispensing facilities account for a small part of total benzene emissions, near source exposures for large facilities can be significant.

Since 1990, benzene in the air has been reduced by over 75 percent statewide, primarily due to the implementation of emissions controls on motor vehicle vapor recovery equipment at gas stations, and a reduction in benzene levels in gasoline. However, benzene levels are still significant. In urban areas, average benzene exposure is equivalent to about 50 in one million.

Gasoline dispensing facilities tend to be located in areas close to residential and shopping areas. Benzene emissions from the largest gas stations may result in near source health risk beyond the regional background and district health risk thresholds. The emergence of very high gasoline throughput at large retail or

wholesale outlets makes this a concern as these types of outlets are projected to account for an increasing market share in the next few years.

Key Health Findings

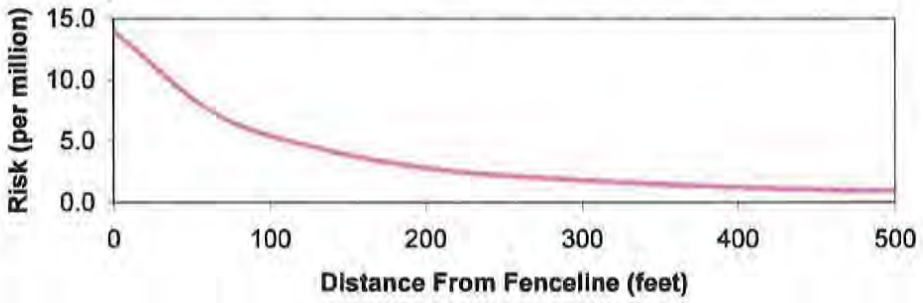
Benzene is a human carcinogen identified by ARB as a toxic air contaminant. Benzene also can cause non-cancer health effects above a certain level of exposure. Brief inhalation exposure to high concentrations can cause central nervous system depression. Acute effects include central nervous system symptoms of nausea, tremors, drowsiness, dizziness, headache, intoxication, and unconsciousness. It is unlikely that the public would be exposed to levels of benzene from gasoline dispensing facilities high enough to cause these non-cancer health effects.

Distance Related Findings

A well-maintained vapor recovery system can decrease emissions of benzene by more than 90% compared with an uncontrolled facility. Almost all facilities have emission control systems. Air quality modeling of the health risks from gasoline dispensing facilities indicate that the impact from the facilities decreases rapidly as the distance from the facility increases.

Statistics reported in the ARB's staff reports on Enhanced Vapor Recovery released in 2000 and 2002, indicated that almost 96 percent of the gasoline dispensing facilities had a throughput less than 2.4 million gallons per year. The remaining four percent, or approximately 450 facilities, had throughputs exceeding 2.4 million gallons per year. For these stations, the average gasoline throughput was 3.6 million gallons per year.

Figure 1-6
Gasoline Dispensing Facility Health Risk
for 3,600,000 gal/yr throughput



As shown in Figure 1-6, the risk levels for a gasoline dispensing facility with a throughput of 3.6 million gallons per year is about 10 in one million at a distance of 50 feet from the fenceline. However, as the throughput increases, the potential risk increases.

As mentioned above, air pollution levels in the immediate vicinity of large gasoline dispensing facilities may be higher than the surrounding area (although tailpipe emissions from motor vehicles dominates the health impacts). Very large gasoline dispensing facilities located at large wholesale and discount centers may dispense nine million gallons of gasoline per year or more. At nine million gallons, the potential risk could be around 25 in one million at 50 feet, dropping to about five in one million at 300 feet. Some facilities have throughputs as high as 19 million gallons.

Recommendation

- Avoid siting new sensitive land uses within 300 feet of a large gasoline dispensing facility (defined as a facility with a throughput of 3.6 million gallons per year or greater). A 50 foot separation is recommended for typical gas dispensing facilities.

References

- *Gasoline Service Station Industry-wide Risk Assessment Guidelines.* California Air Pollution Control Officers Association (December 1997 and revised November 1, 2001)
- *Staff Report on Enhanced Vapor Recovery.* ARB (February 4, 2000)
- *The California Almanac of Emissions and Air Quality.* ARB (2004)
- *Staff Report on Enhanced Vapor Recovery Technology Review.* ARB (October 2002)

Other Facility Types that Emit Air Pollutants of Concern

In addition to source specific recommendations, Table 1-3 includes a list of other industrial sources that could pose a significant health risk to nearby sensitive individuals depending on a number of factors. These factors include the amount of pollutant emitted and its toxicity, the distance to nearby individuals, and the type of emission controls in place. Since these types of facilities are subject to air permits from local air districts, facility specific information should be obtained where there are questions about siting a sensitive land use close to an industrial facility.

Potential Sources of Odor and Dust Complaints

Odors and dust from commercial activities are the most common sources of air pollution complaints and concerns from the public. Land use planning and permitting processes should consider the potential impacts of odor and dust on surrounding land uses, and provide for adequate separation between odor and dust sources. As with other types of air pollution, a number of factors need to be considered when determining an adequate distance or mitigation to avoid odor or

SIERRA • CURTIS
Neighborhood Association

May 14, 2015

SENT VIA EMAIL (aablog@cityofsacramento.org)

Antonio Ablog
City of Sacramento Planning Division
300 Richards Boulevard
Sacramento, CA 95811

RE: Curtis Park Village Fuel Center (P14-036)

Dear Mr. Ablog:

This letter provides additional comments from the Sierra Curtis Neighborhood Association ("SCNA") regarding the CEQA Addendum ("Addendum") for the fuel center and minimart proposed by Petrovich Development for Curtis Park Village ("CPV") (application number P14-036) ("Fuel Center"). The Addendum is seriously flawed in several respects and fails to support a determination that a Supplemental Environmental Impact Report ("SEIR") is unnecessary for the City's approval of the Fuel Center.

1. Failure to Adequately Address Changes in Project Per the CEQA Guidelines

The Addendum correctly explains that the lead agency must consider whether "[s]ubstantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects." (Addendum, p. 3.) The Addendum thereafter, in a section appropriately entitled, "Substantial Changes in the Project Standard" on pages 4 and 5, purports to address that legal test with respect to the Fuel Station proposal. Incredibly, however, the analysis on those pages includes only the CPV EIR's discussion of hazardous materials and completely ignores whether the proposed change to the CPV project, namely the addition of the Fuel Station, will result in significant additional TAC emission impacts. Indeed, the section closes by concluding, "The proposal, therefore, does not constitute a substantial change in the project."

While the Addendum subsequently purports to address "Air Quality (Toxic Air Contaminants)" on pages 9 and 10 of the Addendum, there is no explanation of the relationship between this issue and the legal test set forth in CEQA Guidelines section 15162, subdivision (a)(1). This confused and disjointed treatment completely fails to

demonstrate whether the City actually considered whether the addition of the Fuel Center resulted in new significant TAC emissions that were not disclosed in the prior CPV EIR.

2. The Addendum Does Not Reflect the City's Independent Judgment

The CEQA Guidelines state, "The lead agency or responsible agency shall prepare an addendum. . . ." (CEQA Guidelines, § 15164.) To avoid any appearance of bias or impropriety, the vast majority of CEQA lead agencies contract directly with consultants who prepare various CEQA documents and technical reports. While lead agencies are allowed to rely on reports prepared by project applicants, this imposes an additional duty on the lead agency to "independently review and analyze" such material. (Pub. Resources Code, § 21082.1, subd. (c).) Further:

> Before using a draft prepared by another person, the Lead Agency shall subject the draft to the agency's own review and analysis. . . . The Lead Agency is responsible for the adequacy and objectivity of the draft EIR.

(CEQA Guidelines, § 15084, subd. (e).)

Here, the City deviated sharply from common CEQA practice and instead relied on a health risk assessment by ENVIRON, a consultant hired not by the City but by the project applicant. Unfortunately confirming exactly why this practice is disfavored, ENVIRON's report includes a mistake that incorrectly reduced the Fuel Center's TAC emissions by nearly 50%. This mistake was subsequently identified by both SCNA's expert, Dr. Petra Pless, and the SMAQMD. Both Dr. Pless and SMAQMD correctly ran the model and found that the Fuel Center as proposed would not result in 7 increased cancer risks per million as reported by ENVIRON, but 13 increased cancer risks.

After being advised of its mistake, ENVIRON performed a second analysis. In this second analysis, however, it "optimized" the Fuel Station's throughput so as to bring the resulting health risk to just under the threshold of significance – literally 9.9 increased cancer risks. ENVIRON accomplished this not just by reducing the Fuel Center's throughput, but rather also by modifying its methodology – specifically it relied on "spatial averaging" – that had the result of reducing the resulting health risk for the same volume of throughput. In other words, ENVIRON intentionally modified its methodology in order to maximize the Fuel Center's throughput and still remain just below the threshold of significance.

In no instance can ENVIRON's HRA be considered an objective analysis of a proposed project. Instead, it is a document having the purpose and intent of justifying the maximum throughput and still avoiding preparing an SEIR. None of this was explained

in the Addendum. In fact, the Addendum never even reports the actual resulting health impact of 9.9 increased cancer risks. Accordingly, the Addendum utterly fails to provide the "objectivity" and "independent judgment" by a lead agency that CEQA requires.

As described in a separate letter, the Addendum is also defective because it fails to analyze whether the addition of the Fuel Center TAC emissions results in a new significant TAC impact *for the CPV project.*

Contrary to ENVIRON's biased and highly questionable analysis, the Fuel Center as proposed will result in significant TAC emissions, both individually as well as properly combined with other TAC emission sources within the CPV.

3. The Addendum Fails to Address the Project's Significant Impacts Concerning Hazardous Materials

Our prior letter explained that the changing the CPV project to include the Fuel Center renders the prior CPV EIR's chapter 5.8 completely inapplicable, and in turn requires "major revisions to the previous EIR" due to this new significant impact from use and transport of hazardous materials. The CEQA Addendum implicitly acknowledges that the prior CPV EIR no longer adequately describes the changed project, but nevertheless concludes that a SEIR is not required because these issues are addressed programmatically in the "Master EIR for the 2035 General Plan."

This transparent attempt to avoid preparing the required SEIR is legally deficient. While reliance on the 2035 General Plan Master EIR may satisfy the City's duty if it were preparing a different type of CEQA document, perhaps a CEQA Guidelines section 15183 consistency analysis for example. (See, e.g., CEQA Guidelines, § 15183, subd. (c) (impact is not peculiar to parcel if "can be substantially mitigated by the imposition of uniformly applied development policies or standards").) However, the City is simply not performing a Guidelines section 15183 consistency document here, but rather determining whether a SEIR is required under Guidelines section 15162. What is more, the City cannot rely on the Master EIR, as it purports to do here, unless and until it performs an initial study to determine whether the Master EIR is adequate for that purpose. (Pub. Resources Code, § 21157.1.) Section 21157.1 provides in relevant part:

> The preparation and certification of a master environmental impact report, if prepared and certified consistent with this division, may allow for the limited review of subsequent projects that were described in the master environmental impact report as being within the scope of the report, in accordance with the following requirements:
>
> . . .

> (b) ***The lead agency shall prepare an initial study on any proposed subsequent project. This initial study shall analyze whether the subsequent project may cause any significant effect on the environment that was not examined in the master environmental impact report*** and whether the subsequent project was described in the master environmental impact report as being within the scope of the report.
>
> (c) ***If the lead agency, based on the initial study, determines*** that a proposed subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158, that was not identified in the master environmental impact report and that no new or additional mitigation measures or alternatives may be required, the lead agency shall make a written finding based upon the information contained in the initial study that the subsequent project is within the scope of the project covered by the master environmental impact report. . .

(Emphasis added.)

Here, the City did not prepare an initial study for the Fuel Center, and so it has no basis to rely on the 2035 General Plan Master EIR. Of course, SCNA by no means acknowledges that it is appropriate for the City to do so in the context of the City's consideration of whether the CPV EIR must be materially revised to address the proposed Fuel Station. Having implicitly recognized that the CPV EIR is inadequate with respect to hazardous materials, the City must prepare a SEIR.

* * *

The discussion set forth above identifies numerous fatal flaws with reliance on a CEQA Addendum for the proposed Fuel Center. If the developer insists on requiring the City to move forward with its review of this misguided project, a SEIR is required.

Very truly yours,

SIERRA CURTIS
NEIGHBORHOOD ASSOCIATION

By: Eric A. Johnson, President

EIR Addendum – Findings – City Council Resolution

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

CERTIFYING THE ADDENDUM TO THE ENVIRONMENTAL IMPACT REOPORT AND ADOPTING THE MITIGATION MONITORING PROGRAM FOR THE CURTIS PARK VILLAGE FUEL ISLAND PROJECT (P14-036)

BACKGROUND

A. On June 11, 2015 the City Planning and Design Commission conducted a public hearing on and approved the Curtis Park Village Fuel Center Project.

B. On June 19, 2015, the Decision of the City Planning and Design commission was appealed by a third party.

C. On July 28, 2015 the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030(B), and received and considered evidence concerning the Curtis Park Village Fuel Center Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council finds as follows:

a. On April 1, 2010, pursuant to the California Environmental Quality Act (Public Resources Code §21000 *et seq*. ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq*.), and the City of Sacramento environmental guidelines, the City Council certified an environmental impact report (EIR) for the Curtis Park Village project. Having reviewed and considered the information contained in the EIR, the City Council on September 28, 2010 adopted findings of fact and findings of overriding consideration, adopted a mitigation monitoring program, and approved the Curtis Park Village project (P04-109) (Project).

b. The Curtis Park Village Fuel Island project (P14-036) (Fuel Island Project) requests approval of a conditional use permit and site plan and design

review to install and operate a fuel island in the Curtis Park Village Planned Unit Development.

c. Staff has determined that the Fuel Island Project does not require the preparation of a subsequent EIR. An Addendum to the previously certified Curtis Park Village EIR has been prepared to address the Fuel Island Project.

2. The City Council has reviewed and considered the information contained in the previously certified EIR for the Curtis Park Village Project, the previously adopted findings of fact and findings of overriding consideration, the addendum, and all oral and documentary evidence received during the hearing on the Fuel Island project. The City Council has determined that the previously certified EIR and the addendum constitute an adequate, accurate, objective, and complete review of the proposed Fuel Island Project and finds that no additional environmental review is required based on the reasons set forth below:

a. No substantial changes are proposed by the Fuel Island Project that will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

b. No substantial changes have occurred with respect to the circumstances under which the Fuel Island Project will be undertaken which will require major revisions to the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

c. No new information of substantial importance has been found that shows any of the following:

i. The Fuel Island Project will have one or more significant effects not discussed in the previously certified EIR;

ii. Significant effects previously examined will be substantially more severe than shown in the previously certified EIR;

iii. Mitigation measures previously found to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the Fuel Island Project; or

iv. Mitigation measures which are considerably different from those analyzed in the previously certified EIR would substantially reduce one or more significant effects on the environment.

3. Based on its review of the previously certified EIR for the Curtis Park Village Project, the previously adopted findings of fact and findings of overriding

consideration, the addendum, and all oral and documentary evidence received during the hearing on the Fuel Island Project, the City Council finds that the EIR and Addendum reflect the City Council's independent judgment and analysis, certifies the Curtis Park Village EIR and the Addendum for the Fuel Island Project, and readopts the findings of fact and findings of overriding consideration .

4. The mitigation monitoring program for the Curtis Park Village Project is adopted for the Fuel Island Project, and the mitigation measures shall be implemented and monitored as set forth in the program, based on the following findings of fact:

a. The mitigation monitoring program has been adopted and implemented as part of the Curtis Park Village Project;

b. The addendum to the EIR does not include any new mitigation measures, and has not eliminated or modified any of the mitigation measures included in the mitigation monitoring program;

c. The mitigation monitoring program meets the requirements of CEQA section 21081.6 and CEQA Guidelines section 15091.

5. Upon approval of the Project, the City Manager shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

6. Pursuant to Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision, including the previously-certified EIR, are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.

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Exhibit A: Mitigation Monitoring Program

RESOLUTION NO. 2010-572

Adopted by the Sacramento City Council

September 28, 2010

ADOPTING THE FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND THE MITIGATION MONITORING PROGRAM FOR THE CURTIS PARK VILLAGE PROJECT (P04-109)

BACKGROUND

A. On February 25, 2010, the City Planning Commission conducted a public hearing on, and forwarded to the City Council a recommendation to approve with conditions the Curtis Park Village Project

B. On April 1, 2010 the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.200.010 (C)(2)(a, b, and c) (publication, posting, and mail (500 feet)) and received and considered evidence concerning the Curtis Park Village Project. The City Council certified the environmental impact report (EIR) for the project, entitled *Curtis Park Village Project* (State Clearinghouse Number 2004-082020). The EIR addressed the potential environmental impacts associated with construction and operation of the Curtis Park Village project and proposed update to the previously-approved Remedial Action Plan (RAP) (1995) for the remediation of the contamination on the project site.

C. Pursuant to California Environmental Quality Act Guidelines Section 15096, the Department of Toxic Substances Control (DTSC) could use the environmental impact report for the Curtis Park Village project in its capacity as Responsible Agency to review the potential environmental impacts of the proposed update to the 1995 RAP.

D. Subsequent to the certification of the EIR, DTSC began the process associated with an Explanation of Significant Differences (ESD) concerning the 1995 RAP. DTSC conducted a public meeting on September 15, 2010 to discuss the proposed changes to the 1995 RAP.

The ESD would supplement the 1995 RAP administrative record with the proposed changes to the 1995 RAP to assure that any negative impacts to the environment are minimized. The DTSC would file a Notice of Determination (NOD) in compliance with CEQA for the ESD when approved.

If the ESD is approved by the DTSC, the update to the RAP, as analyzed in the Curtis Park Village environmental impact, report would not be necessary.

E. These Findings of Fact and the Mitigation Monitoring Plan do not address any impacts or mitigation associated with the update to the 1995 RAP.

F. On September 28, 2010 the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.200.010 (C)(2)(a, b, and c) (publication, posting, and mail (500 feet)) and received and considered evidence concerning the Curtis Park Village Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Pursuant to CEQA Guidelines Sections 15091 and 15093, and in support of its approval of the Project, the City Council adopts the attached Findings of Fact and Statement of Overriding Considerations in support of approval of the Project as set forth in the attached Exhibit A of this Resolution.

Section 2. Pursuant to CEQA section 21081.6 and CEQA Guidelines section 15091, and in support of its approval of the Project, the City Council adopts the Mitigation Monitoring Program to require all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the Mitigation Monitoring Program as set forth in Exhibit B of this Resolution.

Section 3. The City Council directs that, upon approval of the Project, the City's Community Development Department shall file a notice of determination with the County Clerk of Sacramento County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of CEQA section 21152.

Section 4. Pursuant to Guidelines Section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.

Table of Contents:

Exhibit A - CEQA Findings of Fact and Statement of Overriding Considerations for the Curtis Park Village Project.
Exhibit B – Mitigation Monitoring Plan

Adopted by the City of Sacramento City Council on September 28, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.

Mayor Kevin Johnson

Attest:

Shirley Concolino

Shirley Concolino, City Clerk

Exhibit A - CEQA Findings of Fact and Statement of Overriding Considerations for the Curtis Park Village Project

Description of the Project

The proposed project would covert the existing 72-acre project site into a mixed-use, urban infill development. Curtis Park Village, as proposed, would be one of Sacramento City's largest infill projects. The intent of the project is to create a neighborhood consisting of single-family home sites, multi-family and senior multi-family residential complexes, a neighborhood park area, and neighborhood-serving retail and commercial development areas. The proposed project includes approximately 260,000 square feet of commercial retail, 189 single-family home sites, an 90-unit senior multi-family housing complex, a 117-unit multi-family residential housing complex, a 131 -unit multi-family residential housing complex, and an 8.7-acre (6.8 net acres) park.

The proposed project site is currently contaminated with hazardous wastes from the railyard era and remediation of the site is continuing to occur, pursuant to a Remedial Action Plan (RAP) approved by the DTSC in 1995. Senate Bill 120 (1998), adopted for the Curtis Park Village project site, states that DTSC cannot make a determination that the remediation of the site is complete until the City has completed its land use planning process and the remediation necessary to allow the approved land use plan is complete. The DTSC determination that the remediation is complete includes such actions as issuing a certification, a no further action letter, or a closure letter.

Findings Required Under CEQA

1. Procedural Findings

The City Council of the City of Sacramento finds as follows:

Based on the initial study conducted for Curtis Park Village Project, SCH # 2004082020 (herein after the Project), the City of Sacramento's Community Development Department determined, on substantial evidence, that the Project may have a significant effect on the environment and prepared an environmental impact report ("EIR") on the Project. The EIR was prepared, noticed, published, circulated, reviewed, and completed in full compliance with the California Environmental Quality Act (Public Resources Code §21000 *et seq.* ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq.*), and the City of Sacramento environmental guidelines, as follows:

a. A Notice of Preparation of the Draft EIR was filed with the Office of Planning and Research and each responsible and trustee agency August 4, 2004 and was circulated for public comments from August 4, 2004 through September 3, 2004. A revised Notice of Preparation was filed on May 12, 2008 for a 30-day comment period, due to changes to the project description; a second revised NOP was released on November 12, 2008 for a 30-day comment period due to additional project description changes.

b. A Notice of Completion (NOC) and copies of the Draft EIR were distributed to the Office of Planning and Research on April 1, 2009, to those public agencies that have

jurisdiction by law with respect to the Project, or which exercise authority over resources that may be affected by the Project, and to other interested parties and agencies as required by law. The comments of such persons and agencies were sought.

c. An official 45-day public comment period for the Draft EIR was established by the Office of Planning and Research. The public comment period began on April 1, 2009 and ended on May 15, 2009.

d. A Notice of Availability (NOA) of the Draft EIR was mailed to all interested groups, organizations, and individuals who had previously requested notice in writing on April 1, 2009. The NOA stated that the City of Sacramento had completed the Draft EIR and that copies were available at the City of Sacramento, Development Services Department, New City Hall, 915 I Street, Third Floor, Sacramento, California 95814. The letter also indicated that the official 45-day public review period for the Draft EIR would end on May 15, 2009.

e. A public notice was placed in the Daily Recorder on April 1, 2009 which stated that the Draft EIR was available for public review and comment.

f. A public notice was posted in the office of the Sacramento County Clerk on April 1, 2009.

g. Following closure of the public comment period, all comments received on the Draft EIR during the comment period, the City's written responses to the significant environmental points raised in those comments, and additional information added by the City were added to the Draft EIR to produce the Final EIR.

h. On April 1, 2010, the City Council certified the environmental impact report for the Project, entitled, *Curtis Park Village Project* (State Clearinghouse Number 2004-082020). The Findings of Fact, Statement of Considerations, and Mitigation Monitoring Plan were not adopted at that time because entitlements for the project were not approved.

2. Record of Proceedings

The following information is incorporated by reference and made part of the record supporting these findings:

a. The Draft and Final EIR and all documents relied upon or incorporated by reference;

b. The City of Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

c. The Master Environmental Impact Report for the City of Sacramento 2030 General Plan certified on March 3, 2009, and all updates;

d. Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

e. Zoning Ordinance of the City of Sacramento;

f. Blueprint Preferred Scenario for 2050, Sacramento Area Council of Governments, December 2004;

g. Land Park Community Plan;

h. Curtis Park Village PUD Guidelines and PUD Schematic Plan;

i. Applications materials, including application information;

j. The Mitigation Monitoring Program for the Project; and

k. All records of decision, staff reports, memoranda, maps, exhibits, letters, synopses of meetings, and other documents approved, reviewed, relied upon, or prepared by any City commissions, boards, officials, consultants, or staff relating to the Project.

3. Findings

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environment impacts that would otherwise occur. Mitigation measures or alternatives are not required, however, where such changes are infeasible or where the responsibility for the project lies with some other agency. (CEQA Guidelines, § 15091, sub. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, sub. (b); see also Pub. Resources Code, § 21081, sub. (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of *both* mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact — even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521; *see also Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Association v. Regents of the University of California ("Laurel Heights I")* (1988) 47 Cal.3d 376, 400-403.)

In these Findings, the City first addresses the extent to which each significant environmental effect can be substantially lessened or avoided through the adoption of feasible mitigation measures. Only after determining that, even with the adoption of all feasible mitigation

measures, an effect is significant and unavoidable does the City address the extent to which alternatives described in the EIR are (i) environmentally superior with respect to that effect and (ii) "feasible" within the meaning of CEQA.

In cases in which a project's significant effects cannot be mitigated or avoided, an agency, after adopting proper findings, may nevertheless approve the project if it first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the "benefits of the project outweigh the significant effects on the environment." (Public Resources Code, Section 21081, sub. (b); *see also,* CEQA Guidelines, Sections 15093, 15043, sub.(b).) In the Statement of Overriding Considerations found at the end of these Findings, the City identifies the specific economic, social, and other considerations that, in its judgment, outweigh the significant environmental effects that the Project will cause.

The California Supreme Court has stated that "[t]he wisdom of approving ... any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II* (1990) 52 Cal.3d 553 at 576.)

In support of its approval of the Project, the City Council makes the following findings for each of the significant environmental effects and alternatives of the Project identified in the EIR pursuant to Section 21080 of CEQA and section 15091 of the CEQA Guidelines:

A. Significant or Potentially Significant Impacts Mitigated to a Less Than Significant Level.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are being mitigated to a less than significant level and are set out below. Pursuant to Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the CEQA Guidelines, as to each such impact, the City Council, based on the evidence in the record before it, finds that changes or alterations incorporated into the Project by means of conditions or otherwise, mitigate, avoid or substantially lessen to a level of insignificance these significant or potentially significant environmental impacts of the Project. The basis for the finding for each identified impact is set forth below.

Transportation and Circulation

5.2-1 Impacts to study intersections under baseline plus project conditions. The proposed Project and all access scenarios would increase traffic volumes at the following study intersections such that the levels of service are lower than required by the City's 2030 General Plan: Freeport Blvd/2nd Avenue; Sutterville Road/Road A; Sutterville/SR 99 Southbound Ramps; Road A/Area 3. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.2-1(a) At the Freeport Boulevard / 2nd Avenue intersection, provide protected left-turn phasing for the northbound and southbound approaches.

5.2-1(b) At the Sutterville Road / Road A intersection, provide overlap signal phasing to allow the southbound Road A right turning traffic to proceed on a green arrow simultaneously with the eastbound left turning movement, and prohibit U-turns for the eastbound left turning movement; add a southbound left-right lane to provide one left-turn lane, one left-right lane, and one right turn lane, and provide a dedicated right turn lane for the westbound Sutterville Road approach to the intersection.

5.2-1(c) Modify the southbound approach to the Sutterville Road / SR99 SB Ramps intersection to provide a left-turn lane, a combination left-through-lane, and two right-turn lanes. This change would bring the right-turning movements under signal control. This mitigation measure is required at five percent of development based on trip generation. The design of the mitigation is subject to the approval of the City Transportation Department and Caltrans.

5.2-1(d) At the Road A / Area 3 intersection, provide separate right-turn and left-turn lanes on the eastbound approach.

Finding: The project is required to provide roadway and signal timing improvements that would reduce the impacts by improving the circulation in the area.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.2-7 Impacts to on-site traffic circulation and safety under baseline plus project conditions. The site plan submitted by the project applicant shows horizontal roadway curves at some locations that do not meet the City's centerline radius standards. In addition, the site plan shows angled parking stalls that require automobiles to back into pedestrian crosswalks. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.2-7(a) The design plans for the project shall be consistent with City standards. Any deviations are subject to the approval of the City Department of Transportation, Traffic Engineering Division. The horizontal curvatures shall be realigned or design elements such as "knuckles" shall be installed in compliance with City standards.

5.2-7(b) The site design shall be modified to reduce the potential for vehicles leaving parking stalls to back across pedestrian crosswalks. This change may require the elimination of some angle parking spaces.

Finding: The project site design, including potential circulation is required to conform to City standards. In addition, the site designs will be modified to reduce the potential of vehicles backing across pedestrian crosswalks. According to the traffic report, after implementation of the site design, the project impact to on-site traffic and safety under baseline plus project conditions would be less than significant.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.2-9 Traffic impacts during construction. Construction activities, including the import of clean fill material, would result in disruptions to the circulation system in and around the project area, including temporary street and sidewalk closures. Heavy equipment would need to access the project site. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.2-9(a) Before issuance of grading permits for the project site, the project applicant shall prepare a detailed Traffic Management Plan that will be subject to review and approval by the City Department of Transportation, Regional Transit, and local emergency service providers, including the City of Sacramento fire and police departments. The plan shall ensure maintenance of acceptable operating conditions on local roadways and transit routes. At a minimum, the plan shall include:

- *The number of truck trips, time, and day of street closures;*
- *Time of day of arrival and departure of trucks;*
- *Limitations on the size and type of trucks and provision of a staging area with a limitation on the number of trucks that can be waiting;*
- *Provision of a truck circulation pattern;*
- *Provision of a driveway access plan to maintain safe vehicular, pedestrian, and bicycle movements (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas);*
- *Safe and efficient access routes for emergency vehicles;*
- *Efficient and convenient transit routes;*
- *Manual traffic control when necessary;*
- *Proper advance warning and posted signage concerning street closures;*
- *Provisions for pedestrian safety; and*
- *Provisions for temporary bus stops, if necessary.*

A copy of the construction traffic management plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways.

Finding: The project applicant is required to submit a Traffic Management Plan that would ensure acceptable operating conditions on local roadways and transit routes. The Traffic Management Plan would be subject to review and approval by the City Department of Transportation, Regional Transit, and local emergency service providers, including the City of Sacramento Fire and Police Departments to ensure the traffic related impacts during construction would be less-than-significant.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.2-10 Cumulative traffic impacts to study intersections. The project would cause traffic operations at eight on- and off-site intersections to drop from acceptable levels of service to non-acceptable levels or would increase the delay at intersections operating at LOS C, without the project, by five seconds or more. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.2-10(a) 24th Street / 2nd Avenue – The project applicant shall pay a fair share contribution to install a traffic signal at this intersection.

5.2-10(b) 24th Street / Portola Way – The project applicant shall pay a fair share contribution to install a traffic signal at this intersection.

5.2-10(c) Sutterville Road / Freeport Boulevard (north) – the applicant shall pay a fair share contribution to provide protected-permitted left turn phasing and install proper signage for southbound Freeport Boulevard.

5.2-10(d) Sutterville Road / City College Drive – The applicant shall pay a fair share contribution to provide overlap signal phasing to allow the northbound right turn traffic on City College Drive to proceed on a green arrow simultaneously with the westbound left turning movement, and prohibit U-turns for the westbound Sutterville Road approach to the intersection.

5.2-10(e) Sutterville Road / Road A – apply Mitigation Measure 5.2-1(b) which would provide overlap signal phasing to allow the southbound Road A Right turning traffic to proceed on a green arrow simultaneously with the eastbound left turning movement, and prohibit U-turns for the eastbound left turning movement; provide one left-turn lane, one left-right lane, and one right-turn lane on the southbound approach; provide a dedicated right turn lane for the westbound Sutterville Road approach to the intersection; provide an actuated exclusive pedestrian phase to serve pedestrians crossing Sutterville Road; and optimize signal timing.

5.2-10(g) Sutterville Road / Franklin Boulevard –The project applicant shall pay a fair share contribution to add an eastbound right-turn lane that would mitigate the Saturday peak hour impact of the Proposed Project and Access Scenario 2 and Access Scenario 3 to a less than significant level. For a.m. and p.m. peak hour impacts, the cycle length would increase to 110 seconds.

5.2-10(h) Sutterville Road / SR 99 Northbound Ramps – The project applicant shall pay a fair share contribution to modify signal timing to provide split phase for all approaches and re-stripe the eastbound lanes to provide one left-turn, one left-through, and one through lane. Construct two receiving lanes on the on-ramp for the turning movement from eastbound 12th Avenue to the northbound SR 99 ramp.

5.2-10(i) Road A / Area 1 – The project applicant shall pay a fair share contribution to modify the signal phasing to provide overlaps for the eastbound right-turn movement; provide protected-permitted phasing for the northbound left-turn movement; prohibit U-turn movement at this intersection; and increase the cycle length to 95 seconds.

Finding: The project applicant is required pay fair share contributions to intersection improvements at the affected intersections According to the traffic report, after implementation of the intersection improvements, the affected intersections would operate at acceptable levels.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

Air Quality

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.3-2 Impacts related to exhaust emissions and fugitive particulate matter emissions from project-associated construction activities. The California Air Resources Board identified particulate matter from diesel-fueled engines as a toxic air contaminant. Because health risks associated with particulate matter are a function of concentration and duration of exposure, it was determined that emissions from diesel-powered construction equipment would not affect any specific receptor for any length of time.

However, controlled emissions from diesel-powered vehicles and equipment and dust generated during site grading would exceed 80 pounds per day and, thereby, result in local exceedances of the particular matter air quality standards. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.3-2(a) The project applicant shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supercede other SMAQMD or state rules or regulations.

5.3-2(b) Prior to the approval of any grading permit, the project proponent shall submit a dust-control plan, approved by the SMAQMD, to the City of Sacramento Community Development Department. The dust-control plan shall stipulate grading schedules associated with the project phase, as well as the dust-control measures to be implemented. Grading of proposed project phases shall be scheduled so that the total area of disturbance would not exceed 15 acres on any given day. The dust control plan shall be incorporated into all construction contracts issued as part of the proposed project development. The dust-control plan shall, at a minimum, incorporate the following measures:

- *Apply water, chemical stabilizer/suppressant, or vegetative cover to disturbed areas, including storage piles that are not being actively*

used for construction purposes, as well as any portions of the construction site that remain inactive for longer than 3 months;

- *Water exposed surfaces sufficient to control fugitive dust emissions during demolition, cleaning, grading, earth-moving, or excavation operations. Actively disturbed areas should be kept moist at all times;*
- *Cover all vehicles hauling dirt, sand, soil or other loose material or maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code Section 23114;*
- *Limit or expeditiously remove the accumulation of project-generated mud or dirt from adjacent public streets at least once every 24 hours when construction operations are occurring; and*
- *Limit onsite vehicle speeds on unpaved surfaces to 15 mph, or less.*

Finding: The SMAQMD's Guide to Air Quality Assessment recommends measures to reduce the amount of particulate matter generated during grading. The project applicant is required to ensure that all off-road diesel powered equipment does not exceed 40 percent opacity for more than three minutes. In addition the applicant shall submit a dust-control plan to the City of Sacramento Community Development Department. Measures within the dust-control plan would reduce fugitive particulate matter emissions to a less than significant level.

With implementation of the mitigation measure, this impact is reduced to a *less than significant* level.

5.3-3 Impacts related to a temporary increase in Nitrogen oxides (NO_X) emissions. NOx are ozone precursors and could contribute to the creation of smog. Construction-generated emissions of NOx are short-term and temporary, lasting only as long as construction occurs. However, it was determined that the vehicles and equipment associated with construction of the project would result in NOx emissions above the standard. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.3-3(a) Prior to issuance of a grading permit, the applicant shall submit a SMAQMD-approved plan, which demonstrates that the heavy-duty (>50 horsepower) off-road vehicles to be used during construction of the project (including owned, leased, and subcontracted vehicles) will achieve a project-wide average of 20 percent NO_X reduction and 45 percent particulate matter reduction, based on the most recent CARB fleet average at the time of construction. In addition, the applicant shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment (>50 horsepower) that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and project hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project. Inventory shall not be required for any 30-day period in which construction activities do not

occur. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the applicant shall provide SMAQMD with the anticipated construction timeline, including the start date and the name and phone number of the project manager and on-site foreman.

5.3-3(b) Prior to issuance of a grading permit, the applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_X above 85 pounds per day. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions. The current price of NO_X construction offsets calculated by SMAQMD is $16,000 per ton.

Finding: The project applicant is required to submit a plan and inventory which demonstrates that the heavy duty off-road vehicles used during construction will achieve project-wide emission reduction, based on the most recent CARB fleet average. In addition, the applicant is required to pay a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_X above 85 pounds per day. A reduction of construction vehicle emissions and payment of mitigation fees would reduce the impact related to a temporary increase in NO_X emissions to a less than significant level.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

<u>Noise</u>

5.4-2 Construction noise impacts to surrounding existing uses. Although construction activities are exempted from the noise standards in the City Code, construction of the project could expose nearby noise-sensitive receptors to high levels of noise during the day. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact:

5.4-2 Construction activities shall be limited to the hours set forth below, unless an exception is granted by the Community Development Department:

- *Monday through Saturday*
  7:00 a.m. to 6:00 p.m.
- *Sunday*
  9:00 a.m. to 6:00 p.m.

These restricted hours shall be included on all grading and construction plans submitted for the review and approval of the Community Development Department prior to issuance of grading and construction permits.

Finding: Construction activities are exempt from noise standards and would be limited to the hours set by the mitigation. Construction related noise would not occur during prohibited hours and a less than significant impact would occur.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.4-7 Railroad noise levels at exterior noise spaces of proposed project residences. The residential development that lies approximately 100 feet from the Union Pacific Railroad tracks could be exposed to exterior noise that exceeds the City's standards. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact:

5.4-7 Prior to the issuance of building permits, a noise barrier shall be shown on the plans along the western boundary of the project site, from the northern boundary of the CPV site to the southern end of any parcel with residences for the review and approval of the City Engineer. A barrier 10 feet in height (relative to nearest outdoor activity elevations) would intercept line of sight to railroad pass-bys, thereby reducing future UPRR noise levels to 70 dB Ldn or less at the nearest outdoor activity areas proposed adjacent to the tracks.

Barriers can take the form of earthen berms, solid walls, or a combination of the two. Appropriate materials for noise walls include precast concrete or masonry block. Other materials may be acceptable provide they have a surface density of approximately four pounds per square foot.

Finding: The project includes construction of a noise barrier 10 feet in height along the western boundary to the southern end of any parcel with residences. According to the Noise Report, construction of the noise barrier would reduce railroad noise levels at exterior noise levels to a less than significant level.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.4-8 Railroad noise levels at interior spaces of proposed residences on the project site. The residential development that lies approximately 100 feet from the Union Pacific Railroad tracks could be exposed to interior noise that exceeds the City's standards. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.4-8(a) Prior to the issuance of building permits, all residential lots and residential buildings located within the 70 dB Ldn contour shall include noise insulation features such as the following:

- *Sound-rated windows and doors with STC rating of 35; and*
- *Stucco exterior siding.*

5.4-8(b) Prior to sale of any residential lots, statements shall be included in the title for all properties within the 65 dB Ldn contour that informs the buyer of elevated noise levels during train passages, and that train passages routinely occur during nighttime hours.

Finding: All residential lots within the 70 dB Ldn contour shall include insulation features. In addition, the buyer of a residence within the 65 dB Ldn contour shall be informed of elevated noise levels during train passages. The Noise Report determined that with insulation and notification the impact related to railroad noise levels at interior spaces of proposed residences would be less than significant level.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.4-9 Noise-producing commercial uses proposed within the project site. If unshielded nighttime truck circulation or unloading occurs within the commercial areas of the project site, the noise generated by these activities could result in noise above City standards. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.4-9(a) Unshielded (i.e. unloading activities which are visible from any residential window) nighttime truck unloading shall be prohibited within 200 feet of any residential unit.

5.4-9(b) Prior to issuance of a building permit, the site plans shall indicate that a parapet wall shall be constructed along the edge of the roofs of the commercial buildings of sufficient height to intercept line of sight from rooftop mechanical equipment at the nearest residences to reduce noise levels at those nearby residences.

Finding: Unshielded nighttime truck unloading shall be prohibited within 200 feet of any residential unit. In addition, a parapet wall would be constructed along the edge of the roofs of commercial buildings to intercept the line of sight from rooftop mechanical equipment at the nearest residences. The Noise Report determined that with restricted nighttime unloading and parapet walls, the noise producing commercial uses within the project site would be less than significant level.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

5.4-10 Park generated noise at residential uses proposed within the project site. There would be residences constructed on the project site that would be located approximately 200

feet from the center a soccer field. The resulting noise could exceed the City's standards. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact:

5.4-10 Park activities shall be restricted to daytime hours, with exceptions allowed on a case-by-case basis subject to the approval of the Director of the Parks and Recreation.

Finding: Park activities would be restricted to daytime hours. Therefore, park-generated noise would not impact residential uses during evening hours and a less than significant impact would occur.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

Biological Resources

5.5-2 Impacts to burrowing owl. If the project site remains undisturbed for some time after the completion of the remediation activities and prior to initiation of grading for the project, burrowing owls could potentially forage or nest on the Curtis Park Village site. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact:

5.5-2 Prior to any ground disturbance associated with grading or construction, the applicant shall initiate a burrowing owl consultation with the California Department of Fish and Game (CDFG) and shall implement the following mitigation measures or equivalents, based on the results of the consultation.

The developer shall arrange for burrowing owl surveys to be performed consistent with the CDFG's 1995 Staff Report on Burrowing Owl and the California Burrowing Owl Consortium's (CBOC) Survey Protocol (1997) not less than 30 days prior to ground disturbance for each phase of project grading. If burrowing owls are not detected, further mitigation is not necessary. However, if burrowing owls are detected the following steps shall be taken:

If site disturbance commences during the nesting season (between February 1 and August 31) and burrowing owls are detected, a fenced buffer shall be erected on the project site by the developer not less than 250 feet between the nest burrow(s) and construction activities. The 250-foot buffer shall be observed and the fence left intact until a qualified raptor biologist determines that the young are foraging independently, the nest has failed, or the owls are not using any burrows within the buffer.

If ground disturbance associated with grading or construction commences

outside of the nesting season, and burrowing owl(s) are present on-site or within 160 feet of site disturbance, passive relocation consistent with the CDFG Staff Report (1995) and the CBOC Survey Protocol (1997) shall be performed. At least one or more weeks will be necessary to accomplish this and allow the owls to acclimate to off-site burrows. The pre-construction surveys shall be repeated if more than 30 days elapse between the last survey and the start of construction activities.

Finding: Prior to any ground disturbance for the Curtis Park Village project, the applicant shall initiate a burrowing owl consultation with the CDFG. With Implementation of burrowing owl surveys and appropriate mitigation as recommended in consultation with CDFG, the impact to burrowing owls would be less than significant.

With implementation of the mitigation measure, this impact is reduced to a *less than significant* level.

5.5-3 Impacts to nesting Swainson's hawks. Due to the previous industrial activities on the project site and the current remediation activities, the site is not considered as foraging habitat for Swainson's hawks. If the project site remains undisturbed for some time after the completion of the remediation activities and prior to initiation of grading for the project, Swainson's hawk could potentially nest on the Curtis Park Village site. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact:

5.5-3 If site disturbance associated with grading or construction activities is proposed by the developer during breeding season (February to August), a pre-construction survey for Swainson's hawk nests shall be conducted within 30 days prior to site disturbance/construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFG and the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If active nests are found, pursuant to consultation with CDFG, a fenced buffer shall be erected by the developer on the project site not less than one-quarter mile (approximately 1,300 feet) around the active nest. Site disturbance associated with grading or construction activities that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January).

Finding: Prior to site disturbance, during the Swainson's hawk breeding season, a pre-construction survey shall be conducted within 30 days prior to site disturbance/construction activities. With implementation of appropriate mitigation as recommend by CDFG, the impact to Swainson's Hawk would be less than significant.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level

5.5-4 Impacts to raptors and migratory birds. Suitable habitat for raptors, such as while-tailed kites, as well as migratory ground, tree, or shrub nesting avian species is present within, and adjacent to, the project site. Disruption of this habitat would be a significant impact. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact:

5.5-4(a) Prior to any grading or construction activities during the nesting season (February 1 to August 15), a preconstruction survey shall be conducted by a qualified wildlife biologist within 15 days of the start of project-related activities. If nests of migratory birds are detected on site, or within 75 feet (for migratory passerine birds) or 250 feet (for birds of prey) of the site, the developer shall consult with the CDFG to determine the size of a suitable buffer in which new site grading or construction disturbance is not permitted until August 15, or the qualified biologist determines that the young are foraging independently, or the nest has been abandoned.

5.5.4(b) Prior to any grading or construction activities from March 15 to May 15 within 100 feet of the overcrossing of the railroad tracks on Sutterville Road, adjacent to the project site, a preconstruction survey shall be conducted by a qualified biologist within 15 days of the start of project-related activities. If active nests are present in the overcrossing, no construction shall be conducted within 100 feet of the edge of the purple martin colony (as demarcated by the active nest hole closest to the construction activity) at the beginning of the purple martin breeding season from March 15 to May 15. The buffer area shall be avoided to prevent disturbance to the nest(s) until it is no longer active. The size of the buffer area may be adjusted if a qualified biologist and CDFG determine it would not be likely to have adverse effects on the purple martins. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest(s) is no longer active.

Finding: Prior to and grading or construction activities during the nesting season, a pre-construction survey would be conducted within 15 days prior to site disturbance/construction activities. With implementation of appropriate mitigation as recommend by CDFG, the impact to migratory birds would be less than significant.

With implementation of the mitigation measures, this impact is reduced to a *less than significant* level.

B. Significant or Potentially Significant Impacts for which Mitigation Measures Found To Be Infeasible.

Mitigation measures to mitigate, avoid, or substantially lessen the following significant and

potentially significant environmental impacts of the Project have been identified. However, pursuant to section 21081(a)(3) of the Public Resources Code and section 15091(a)(3) of the CEQA Guidelines, as to each such impact and mitigation measure, the City Council, based on the evidence in the record before it, specifically finds that the mitigation measures are infeasible. The impact and mitigation measures and the facts supporting the finding of infeasibility of the mitigation measure is set forth below. Notwithstanding the disclosure of this impact and the finding of infeasibility, the City Council elects to approve the Project due to the overriding considerations set forth below in Section F, the statement of overriding considerations.

5.2-10 Cumulative traffic impacts to study intersections. The project would cause traffic operations at the intersection of Sutterville Road and Curtis Drive West to drop from acceptable levels of service (LOS C for evening and LOS A on Saturdays) to non-acceptable levels (LOS F and D, respectively). Without mitigation, this is a *significant impact.*

Finding: Adding a southbound right turn lane to the intersection would mitigate the impact but was not considered to be feasible because of the need for demolishing several existing buildings to provide additional right-of-way.

The cumulative impact for the Proposed Project and all access scenarios would remain *significant and unavoidable.*

C. Significant and Unavoidable Impacts.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are unavoidable and cannot be mitigated in a manner that would substantially lessen the significant impact. Notwithstanding disclosure of these impacts, the City Council elects to approve the Project due to overriding considerations as set forth below in Section F, the statement of overriding considerations.

Traffic.

5.2-2 Impacts to study roadway segments under baseline plus project conditions. The traffic generated by the project would result in significant traffic impacts at the Sutterville overcrossing roadway segment and on Sutterville Road between East Curtis Drive and West Curtis Drive. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measure has been identified to reduce this impact to the extent feasible:

5.2-2 The project developer shall work with the Regional Transit District to provide bus service or provide private shuttle service from 6:00 to 9:00 a.m. and from 4:00 to 7:00 p.m. between the commercial areas of the project site and the City College light rail station. As an alternative, the project developer shall coordinate with the City to reserve the required right of way needed to construct a pedestrian and bicycle bridge to provide access to the City College Station.

Finding: The bus service and private shuttle mitigation measure, or the pedestrian and bicycle bridge mitigation measure, is proposed to help reduce the impact on roadway segments, but would not reduce the impact to a less than significant level. To reduce the impact to less than significant would require widening Sutterville Road. Widening of Sutterville Road would impact existing development on both sides of Sutterville Road and would be against the City of Sacramento Smart Growth policy. The Sutterville Road widening mitigation is not considered to be feasible.

For these reasons, the impact remains *significant and unavoidable*.

5.2-3 Impacts to freeway ramps under baseline plus project conditions. Traffic generated by the project would result in traffic queues at the traffic signal at the 12th Avenue off-ramp to exceed the right turn storage capacity of the ramp. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measure has been adopted to address this impact to the extent feasible:

5.2-3 Implementation of Mitigation Measure 5.2-1(c) would reduce the traffic queue at the southbound 12th Avenue off-ramp for baseline conditions for the Proposed Project and all access scenarios.

Finding: Implementation of Mitigation Measure 5.2-3 would reduce the traffic queue at the southbound 12th Avenue off-ramp for baseline conditions for the Proposed Project and all access scenarios. However, the reduction would not be sufficient to fully mitigate the project impacts and no other feasible mitigation measure was identified.

For these reasons, the impact remains *significant and unavoidable*.

5.2-11 Cumulative impacts to study roadway segments. The project would add traffic to roadway segments in 2027 that would result in significant cumulative conditions. The effected road segments are on Sutterville railroad overcrossing, Sutterville Road, 14th Street, Freeport Boulevard, and Road A. Without mitigation, this is a *significant impact*.

Finding: No mitigation was identified to reduce the significant impact for cumulative conditions on roadway segments to less than significant. To reduce the impact to less than significant for the Proposed Project and all access scenarios, Sutterville Road, 24th Street and Freeport Boulevard would need to be widened. No roadway widening is considered to be feasible.

While widening the on-site roadway of Road A would reduce the impact to less than significant for the Proposed Project and Access Scenarios 2 and 3, secondary impacts might arise as a result of the widening. A widened roadway would attract incremental traffic and contribute to higher speeds. Additional traffic, higher speeds, and the added roadway width would make the roadway less friendly to pedestrians and bicycles. Because Road A is located in a

commercial area where high pedestrian traffic is anticipated, a safe pedestrian-friendly street is desirable.

Mitigation Measure 5.2-2, which requires the developer to work with Regional Transit to provide or a bicycle or pedestrian connection between the commercial areas of the project site and the City College light rail station, would reduce the impact on roadway segments. However, the reduction would not be sufficient to fully mitigate the project impacts and no other feasible mitigation measure was identified.

For these reasons, the impact remains *significant and unavoidable*.

5.2-12 Cumulative impacts to freeway ramps. In 2027, the project would add traffic to 12th Avenue off-ramp and State Highway 99 that would result in significant cumulative conditions in 2027. The southbound 12th Avenue off-ramp would operate below standard during the p.m. and Saturday peak hours without the project. In addition, the traffic queue for the right turn movement at the northbound 12th Avenue off ramp would exceed the storage capacity of the ramp. The project would add traffic to the ramps and thereby exacerbate the conditions. Without mitigation, this is a *significant impact*.

Finding: No feasible mitigation measure was identified that would reduce the 2027 cumulative impacts on the freeway ramps. Widening the freeway would reduce the impacts, but is not considered feasible.

For these reasons, the impact remains *significant and unavoidable*.

Air Quality

5.3-5 Impacts related to long-term increases of criteria air pollutants. The project would result in the development of commercial and office uses that would generate emissions of ozonea-precursor pollutants (i.e., reactive organic compounds and nitrous oxides). These polluntants are anticipated to exceed the thresholds. Without mitigation, this is a *significant impact*.

Mitigation Measure (from MMP): The following mitigation measures have been adopted to address this impact to the extent feasible:

5.3-5(a) Prior to the issuance of any grading permit, the project applicant shall coordinate with the SMAQMD and the City of Sacramento Development Services Department to develop a project Air Quality Mitigation Plan (AQMP). In accordance with SMAQMD recommendations, the AQMP shall achieve a minimum overall reduction of 15 percent in the project's anticipated operational emissions. SMAQMD-recommended measures and corresponding emissions-reduction benefits are identified in SMAQMD's Guidance for Land Use Emission Reductions, which can be found in Appendix E of the SMAQMD document. The AQMP shall be reviewed and endorsed by SMAQMD staff prior to project implementation. Available measures to be included in the AQMP include, but are not limited to, the following:

- *Prohibit the installation of wood-burning fireplaces and stoves;*
- *Provide onsite bicycle storage and showers for employees that bike to work sufficient to meet peak season maximum demand;*
- *Provide preferential parking (e.g., near building entrance, sheltered area, etc.) for carpool and vanpool vehicles;*
- *Provide transit enhancing infrastructure that includes: transit shelters, benches, etc.; street lighting; route signs and displays; and/or bus turnouts/bulbs;*
- *Incorporate onsite transit facility improvements (e.g., pedestrian shelters, route information, benches, lighting) to coincide with existing or planned transit service;*
- *Incorporate landscaping and sun screens to reduce energy use. Deciduous trees should be utilized for building shading to increase solar heating during the winter months. Install sun-shading devices (e.g., screens) or recessed windows on newly proposed buildings;*
- *Install efficient lighting and lighting control systems;*
- *Install energy-efficient heating and cooling systems, appliances and equipment;*
- *Install light colored "cool" roofs and pavements (i.e., high reflectance, high emittance roof surfaces, or exceptionally high reflectance and low emittance surfaces) and strategically placed shade trees to the extent practical;*
- *Limit hours of operation of outdoor lighting to the extent practical; and*
- *Provide shade (within 5 years) and/or use light-colored/high-albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30 percent of the site's non-roof impervious surfaces, including parking lots, walkways, plazas, etc.; or, place a minimum of 50 percent of parking spaces underground or covered by structured parking; or, use an open-grid pavement system (less than 50 percent impervious) for a minimum of 50 percent of the parking lot area.*

5.3-5(b) Documentation confirming implementation of the Air Quality Mitigation Plan shall be provided to the SMAQMD and City prior to issuance of occupancy permits.

Finding: The proposed project would have a minimum of 15 percent reduction of ROG and NO_X emissions due to the implementation of the mitigation measure requiring an Air Quality Management Plan (AQMP) for the project, which requires a project to achieve a minimum overall reduction in operational emissions of 15 percent. However, the mitigation measure would not reduce the project's emissions of ROG and NO_X to levels below the thresholds of significance for ozone precursors.

For these reasons, the impact remains *significant and unavoidable.*

5.3-8 Cumulative contribution to regional air quality conditions. Because the Sacramento Valley Air Basin is considered to be in non-attainment for ozone precursor pollutants

and PM10 and the project's long-term generation of these pollutants would exceed the thresholds, the cumulative impacts would be considered significant. Without mitigation, this is a *significant impact.*

Mitigation Measure (from MMP): The following mitigation measurehas been adopted to address this impact to the extent feasible:

5.3-8 Implement Mitigation Measures 5.3-2(a) and (b) and 5.3-4(a) and (b).

Finding: Implementation of Mitigation Measure 5.4-2(a) and (b) and Mitigation Measure 5.3-5(a) and (b) would reduce short-term and long-term increases in emissions attributable to the proposed project by a minimum of 15 percent. However, as noted in Impact 5.3-5, long-term operational increases in emissions would still be anticipated to exceed SMAQMD's significance threshold.

For these reasons, the impact remains *significant and unavoidable.*

D. Findings Related to the Relationship Between Local Short-term Uses of the Environment and Maintenance and Enhancement of Long-term Productivity.

Based on the EIR and the entire record before the City Council, the City Council makes the following findings with respect to the project's balancing of local short term uses of the environment and the maintenance of long term productivity:

- As the project is implemented, certain impacts would occur on a short-term level. Such short-term impacts are discussed above. Where feasible, measures have been incorporated in the project to mitigate these potential impacts.

- The project would result in the long-term commitment of resources to develop and operate the project including water, natural gas, fossil fuels, and electricity. The long-term implementation of the project would provide economic benefits to the City. The project would be developed within an existing urban area and not contribute to urban sprawl. Notwithstanding the foregoing, some long-term impacts would result.

Although there are short-term and long-term adverse impacts from the project, the short-term and long-term benefits of the project justify implementation.

E. Project's Contribution of Greenhouse Gas Emissions

The City of Sacramento has adopted a proactive and comprehensive approach to climate change issues, including adoption of the 2030 General Plan to encourage a pattern of urban development that avoids dispersed residential and employment centers that by their design encourage motor vehicle trips, one of the largest contributors to greenhouse gas emissions. Likewise, the 2030 General Plan calls for strengthening the City's efforts to promote building standards to reduce the carbon footprint of buildings, another of the major contributors. The Curtis Park Village project is consistent with this approach and implements the City's plan to reduce greenhouse gas emissions.

The 2030 General Plan and the Master Environmental Impact Report

The City Council approved the 2030 General Plan on March 3, 2009. As part of its action, the City Council certified the Master Environmental Impact Report (Master EIR) that evaluated the environmental effects of development that is reasonably anticipated under the 2030 General Plan. The Master EIR includes extensive discussion of the potential effects of greenhouse gas emissions. The Master EIR discussions regarding climate change are incorporated here by reference. See, for example:

Draft EIR: 6.1 Air Quality (Page 6.1-1)
Final EIR: City Climate Change master Response (Page 4-1)
Errata No. 2: Climate Change (Page 12)

The impact of greenhouse gas emissions from human activities, specifically with regard to global climate change, has been acknowledged by the City of Sacramento and others as an inherently cumulative effect. Global climate change occurs, by definition, on a global basis. Greenhouse gases remain in the atmosphere for extended periods, and combine with GHG emissions from other areas of the globe, thus creating an inherently cumulative impact.

The 2030 General Plan and Master EIR recognized these unique aspects of the problem. The Master EIR acknowledges that the greenhouse gas emissions resulting from development that would be consistent with the 2030 General Plan would be cumulatively considerable, and significant and unavoidable. See Errata 2, February 23, 2009.

In addition, at City Council direction staff reviewed the various policies and implementation programs in the 2030 General Plan that could mitigate greenhouse gas emissions, and determined that a number of these policies could be revised. A list of such policies, and the changes that were made to respond to the continuing discussion of climate change, were included as part of the Mitigation Monitoring Plan that implemented mitigation identified in the Master EIR.

The effects of the 2030 General Plan promote denser urban development within the current City territorial limits to accommodate population growth, which will reduce growth pressures and sprawl in outlying areas. While total greenhouse gas emissions within the General Plan policy area may increase over time due to growth in population in the region, this increase is less than what would have occurred if the 2030 General Plan were not adopted and development of more land in outlying areas had been permitted under the 1988 General Plan. Adoption of the 2030 General Plan put these key strategies in place immediately and has begun to shape development as well as the activities of day-to-day living and move the City and the region toward a more sustainable future.

Because the actual effectiveness of all the feasible policies and programs included in the 2030 General Plan that avoid, minimize, or reduce greenhouse gas could not be quantified, the impact was identified in the Master EIR as a significant and unavoidable cumulative impact.

General Plan Consistency of the Curtis Park Village Project

The 2030 General Plan identifies a mix of Traditional Neighborhood Low Density (TNLD),

Traditional Neighborhood Medium Density (TNMD) and Traditional Center (TC) on the Curtis Park Village site. These designations include detached and attached single-family homes, multifamily dwellings, commercial or mixed use development and compatible public and quasi-public uses. The Land Use and Urban Form Diagram in the 2030 General Plan designates TNLD for the northern portion of the site, TNMD for the central portion and TC in the southern portion. Each of the three designations permit residential and commercial development. The development program analyzed in the Master EIR for the Curtis Park Village site included a mix of 549 attached and detached dwelling units and 200,000 square feet of commercial development.

The proposed Curtis Park Village project development program and mix of uses is generally consistent with the development program anticipated by the 2030 General Plan and the Master EIR. The Curtis Park Village project proposes a mix of TNLD, TNMD, Traditional Neighborhood High Density, and TC development. The proposal locates lower density single family homes to the north, higher density attached homes and apartments in the central area and commercial uses to the south. The proposed 527 dwelling units fall within the range anticipated by the General Plan (549). The 259,000 square feet of commercial space appears to be about 30% greater than was studied in the Master EIR. However, the commercial floor area ratio (FAR) of 0.37 is well within the range of 0.3-2.0 FAR permitted in TC. As a result, the land uses and their associated density and intensity are consistent with the 2030 General Plan.

In addition to determining consistency with the Land Use and Urban Form Diagram, goals and policies of the General Plan's ten elements are relevant.

Land Use and Urban Design Element:

LU 5 Traditional Center Urban Form Guidelines (2030 General Plan, page 2-68)

While the guidelines are not goals or policies, and are not mandatory or binding on the applicant, they do express the City's desired urban form vision. For Traditional Centers, the guidelines call for:

1. small, rectangular blocks;
2. small, narrow lots providing a fine-grained development pattern;
3. building heights ranging from one to four stories;
4. lot coverage not exceeding 80 percent;
5. buildings sited at or near the sidewalk and typically abutting one another with limited side yard setbacks;
6. building entrances set at the sidewalk;
7. rear alleys and secondary streets providing service access to reduce the need for driveways and curb cuts on the primary street;
8. parking provided on-street as well as in...lots at the side or rear of structures;
9. transparent building frontages with pedestrian-scaled articulation and detailing;
10. moderately wide side sidewalks;
11. public streetscapes serving as the center's primary open space, complemented by outdoor seating, plazas, courtyards, and sidewalk dining areas.

These guidelines provide the staff and applicant with guidance regarding project design, and

support the City's identified goal of encouraging development by providing specific and enforceable standards for development.

LU 5 Traditional Centers Goals and Policies

Policy LU 5.3.1 Development Standards. The City shall continue to support development and operation of centers in traditional neighborhoods by providing flexibility in development standards, consistent with public health and safety, in response to constraints inherent in retrofitting older structures and in creating infill development in established neighborhoods.

Mobility Element:

The following goals and policies are relevant to the design of the Curtis Park Village project. They primarily relate to the design of public and private streets and the desired relationships among buildings, streets and parking facilities.

Policy M 1.3.1 Grid Network. The City shall require all new residential, commercial, or mixed-use development that proposes or is required to construct or extend streets to develop a transportation network that provides for a well-connected, walkable community, preferably as a grid or modified grid.

Policy M 1.3.2 Private Complete Streets. The City shall require large private developments (e.g., office parks, apartment complexes, retail centers) to provide internal complete streets that connect to the existing roadway system.

Policy M 2.1.3 Streetscape Design. The City shall require that pedestrian-oriented streets be designed to provide a pleasant environment for walking including shade trees; plantings; well-designed benches, trash receptacles, news racks, and other furniture; pedestrian-scaled lighting fixtures; wayfinding signage; integrated transit shelters; public art; and other amenities.

Policy M 2.1.4 Cohesive Network. The City shall develop a cohesive pedestrian network of public sidewalks and street crossings that makes walking a convenient and safe way to travel.

Policy M 2.1.5 Continuous Network. The City shall provide a continuous pedestrian network in existing and new neighborhoods that facilitates convenient pedestrian travel free of major impediments and obstacles.

Policy M 2.1.6 Building Design. The City shall ensure that new buildings are designed to engage the street and encourage walking through design features such as placing the building with entrances facing the street and providing connections to sidewalks.

Policy M 2.1.7 Parking Facility Design. The City shall ensure that new automobile parking facilities are designed to facilitate safe and convenient pedestrian access, including clearly defined corridors and walkways connecting parking areas with buildings.

Policy M 2.1.8 Housing and Destination Connections. The City shall require new

subdivisions and large-scale developments to include safe pedestrian walkways that provide direct links between streets and major destinations such as transit stops and stations, schools, parks, and shopping centers.

Policy M 3.1.12 Direct Access to Stations. The City shall ensure that projects located in the Central City and within ½ mile walking distance of existing and planned light rail stations provide direct pedestrian and bicycle access to the station area, to the extent feasible.

Goal M 4.3 Neighborhood Traffic. Enhance the quality of life within existing neighborhoods through the use of neighborhood traffic management techniques, while recognizing the City's desire to provide a grid system that creates a high level of connectivity.

Policy M 4.3.1 Neighborhood Traffic Management. The City shall continue wherever possible to design streets and approve development applications in such as manner as to reduce high traffic flows and parking problems within residential neighborhoods.

M 5.1.8 Connections between New Development and Bikeways. The City shall ensure that new commercial and residential development projects provide frequent and direct connections to the nearest bikeways.

Buildings constructed as part of the project would be required to comply with current California building codes that enforce energy efficiency.

The City of Sacramento has adopted an approach that seeks to implement community development principles that encourage pedestrian-friendly, multi-use development that reduces vehicle miles travelled. The various goals and policies applicable to the project through the 2030 General Plan provides just such a framework, and are effective tools to mitigate climate change through reduction of greenhouse gas emissions. These goals and policies have accurately been described in the Master EIR as mitigation for such effects.

The City has acknowledged that the sum of greenhouse gas emissions that could be generated by development under the 2030 General Plan would be cumulatively considerable, and has identified the goals and policies under the 2030 General Plan as the primary vehicle to mitigating such impacts. This programmatic approach achieves reductions in the two main emitting categories: motor vehicle emissions and energy used in buildings. By adopting measures that are applicable community-wide, the City has implemented a reduction strategy that is fair and can be implemented with confidence that emission reductions will actually occur.

The City has identified greenhouse gas reductions goals as stated in AB 32 and other State guidance as relevant to the impact analysis. This is consistent with guidance provided by the Sacramento Metropolitan Air Quality Management District (SMAQMD). In its CEQA Guide, December 2009, the District suggests that local agencies properly consider adopting a threshold that considers whether an individual project's GHG emissions would substantially hinder the State's ability to attain the goals identified in AB 32. (CEQA Guide, page 6-11)

Conclusion

The Master EIR concluded that greenhouse gas emissions that could be emitted by development that is consistent with the 2030 General Plan would be cumulatively considerable and unavoidable (Errata No. 2, Page 12). The Master EIR includes a full analysis of greenhouse gas emissions and climate change, and adequately addresses these issues.

The project is consistent with the City's goals and policies as set forth in the 2030 General Plan and Master EIR relating to reduction of greenhouse gas emissions. The project would not impede the City's efforts to comply with AB32 requirements. The project would not have any significant additional environmental effects relating to greenhouse gas emissions or climate change.

F. Project Alternatives.

The City Council has considered the Project alternatives presented and analyzed in the final EIR and presented during the comment period and public hearing process. Some of these alternatives have the potential to avoid or reduce certain significant or potentially significant environmental impacts, as set forth below. The City Council finds, based on specific economic, legal, social, technological, or other considerations, that these alternatives are infeasible. Each alternative and the facts supporting the finding of infeasibility of each alternative are set forth below.

All alternatives to the project assume that the site is fully remediated to DTSC standards. The site is currently undergoing remediation under the auspices of DTSC.

Alternatives Considered and Dismissed from Further Consideration

Off-Site Alternative

Section 15126.6(f)(2)(B) of the CEQA Guidelines states, "If the lead agency concludes that no feasible alternative locations exist, it must disclose the reasons for this conclusion, and should include the reason in the EIR." A feasible alternative location for the proposed project that would result in substantially reduced impacts does not exist.
The CEQA Guidelines (Section 15126.6[b]) requires that only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR. The Off-Site Alternative would involve the construction of the proposed project on an alternative location. The Off-Site Alternative would have the same type and intensity of uses as the proposed project. However, the Applicant does not own an alternative location in which to construct the proposed project. Furthermore, although other vacant properties are located in the City of Sacramento, infill parcels of substantial size like the project site are limited. It should also be noted that, by definition, CEQA states that an alternative should avoid or substantially lessen one or more of the environmental effects of the project. Alternative locations within the City would generally contain similar characteristics as the project site, and the development of greenfield sites located outside the City would likely result in greater impacts than the proposed project. Therefore, development of the project on an alternative location would be expected to result in at least the same level of impacts as the proposed project. As a result, an environmentally feasible off-site location that would meet the requirements of CEQA, as well as meet the basic objectives of the proposed project, does not exist.

Village Green Alternative

The Village Green Alternative was proposed during community consultation.

The stated purpose of the Alternative is to create a more human scale environment with activities centered on a village green as a means of reducing the emphasis on the automobile and the visual impacts of parking lots. Overall, the Village Green Alternative would result in the construction of 126,000 square feet of commercial space and 602 residential units. By comparison, the proposed project includes approximately 260,000 square feet of commercial uses and 470 residential units.

As shown in Table 5.2-10 in the Transportation and Circulation chapter of this Draft EIR, the mix of commercial uses included in the proposed project would result in traffic throughout the day, whereas residential traffic typically is concentrated at the peak morning and evening commute hours. Therefore, the substantial number of additional residential units included in the Village Green Alternative would result in greater impacts to traffic. In addition, due to the increased population associated with the additional residential units, this Alternative would increase the demand for police and fire protection services, as well as park and school facilities, beyond what is anticipated for the proposed project.

With respect to the other alternatives included in this DEIR, the Village Green Alternative uses are substantially similar to Reduced Commercial Alternative A, though Reduced Commercial Alternative A would have slightly more commercial space and fewer residential

units. In addition, Reduced Commercial Alternative B would contain less commercial space than the Village Green Alternative, and has fewer residential units. The Multi-Family Alternative assesses a similar number of residential units, 545 versus 602 for the Village Green Alternative, while including a larger commercial area. In addition, the Village Green Alternative would require additional park space based on an increase in the number of units. The alternatives included in the analysis below include a range of commercial square footages with the lowest total being lower than the Village Green Alternative. None of the alternatives would include as many residential units as the Village Green Alternative. Therefore, the Village Green Alternative would not reduce impacts to a greater extent than the alternatives included in the analysis, and may increase impacts as a result of the high number of residential units included in the Alternative. Furthermore, the Village Green Alternative is not anticipated to reduce any environmental impacts that would result from implementation of the proposed project. Therefore, because the Village Green Alternative would increase some environmental impacts and would not reduce any impacts, the Alternative is dismissed from further consideration.

Existing Zoning Alternative

Under the Existing Zoning Alternative, the project site would be built out pursuant to the existing zoning designation for the site. The site is currently zoned Heavy Industrial (M-2), which allows for the "manufacture or treatment of goods from raw materials." The Existing Zoning Alternative is not a feasible alternative for the project because the existing M-2 zoning for the project site is not consistent with the General Plan land use designations (Traditional Neighborhood Low Density, Traditional Neighborhood High Density, and Traditional Center) for the site and buildout of the project site with industrial uses would not meet any of the proposed project's objectives.

Summary of Alternatives Considered

No Project/No Build Alternative

Section 15126.6 (e)(1) of the State CEQA Guidelines requires that a "no project alternative" be evaluated in comparison to the proposed project. The No Project/No Build Alterative is defined in this section as the continuation of the existing condition of the project site. The No Project/No Build Alternative would allow the project site to continue in the existing undeveloped vacant state and would meet only one of the project objectives.

The remediation of the site to DTSC standards will be completed with or without the development of the Curtis Park Village project. It should be noted that although remediation of the site would continue until complete, DTSC cannot not issue a No Further Action letter certifying the site as clean until the City has approved a land use plan, pursuant to SB 120.

Facts in Support of Finding of Infeasibility

DTSC can not issue a No Further Action letter certifying the site as clean until the City has approved a land use plan. In addition the No Project/No Build Alternative would not meet any of the project objectives.

Reduced Commercial Alternative A

The Reduced Commercial Alternative A would include a reduction in the commercial land use area from approximately 260,000 square feet to 100,000 square feet. The other 160,000 square feet would instead be developed as an additional 74 single-family residential lots for a total of 252 single-family residential units on the project site, as opposed to 178 single-family units under the proposed project. In addition, the Alternative would include 310 multi-family residential units, which would be 18 more than included in the proposed project.

Facts in Support of Finding of Infeasibility

The Reduced Commercial Alternative A would develop additional residential units that would generate additional demand for public services and utilities, as well as impact the jobs/housing balance. In addition, the Reduced Commercial Alternative A would not meet Objective 4, as the project would have limited neighborhood serving commercial and retail uses, and entertainment opportunities.

Reduced Commercial Alternative B

The Reduced Commercial Alternative B would include a reduction of square footage in the commercial land use area from the proposed plan of 260,000 square feet to 100,000 square feet. In addition, the Reduced Commercial Alternative B would result in the development of 112 more single-family residential units and 18 more multi-family residential units than the proposed project. The reduction in square footage in the commercial land-use area from the

Facts in Support of Finding of Infeasibility

The Multi-Family Alternative would develop additional residential units that would generate additional demand for public services and utilities, as well as impact the jobs/housing balance. The Multi-Family Alternative would not meet Objective 4, as the project would include limited neighborhood serving commercial and retail uses, and entertainment opportunities.

F. Statement of Overriding Considerations:

Pursuant to CEQA Guidelines Section 15092, the City Council finds that in approving the Project it has eliminated or substantially lessened all significant and potentially significant effects of the Project on the environment where feasible, as shown in Sections 5.0 through 5.6. The City Council further finds that it has balanced the economic, legal, social, technological, and other benefits of the Project against the remaining unavoidable environmental risks in determining whether to approve the Project and has determined that those benefits outweigh the unavoidable environmental risks and that those risks are acceptable. The City Council makes this statement of overriding considerations in accordance with section 15093 of the Guidelines in support of approval of the Project.

The project would provide a range of residential uses and retail services that would serve the Curtis Park Village neighborhood. The project would construct approximately 259,000 square feet of retail uses, including a two-story building with 38,000 square feet per floor for athletic club and recreation/entertainment uses. The project would generate sales tax revenue for the City, which can be used to support City services and programs.

The project site is a former industrial railroad site and a superfund site. The project site is currently undergoing remediation by DTSC as an action separate from the Curtis Park Village project.

The project provides a range of residential uses, including single-family, multi-family, and senior housing, near the Sacramento light rail stations.

The City Council has considered these benefits and considerations and has considered the potentially significant unavoidable environmental effects of the project. The City Council has determined that the economic, legal, social, technological and other benefits of the Project outweigh the identified impacts. The City Council has determined that the project benefits set forth above override the significant and unavoidable environmental costs associated with the project.

The City Council adopts the mitigation measures in the final Mitigation Monitoring and Reporting Program, incorporated, by reference into these Findings, and finds that any residual or remaining effects on the environment resulting from the project, identified as significant and unavoidable in the Findings of Fact, are acceptable due to the benefits set forth in this Statement of Overriding Considerations. The City Council makes this statement of overriding considerations in accordance with Section 15093 of the CEQA Guidelines in supporting approval of the project.

Exhibit B – Mitigation Monitoring Plan

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			5.2 Transportation and Circulation			
5.2-1	Impacts to study intersections under baseline plus project conditions.	5.2-1(a)	*At the Freeport Boulevard / 2nd Avenue intersection, provide protected left-turn phasing for the northbound and southbound approaches.*	Department of Transportation	Implement improvements prior to the first building permit	
		5.2-1(b)	*At the Sutterville Road / Road A intersection, provide overlap signal phasing to allow the southbound Road A right turning traffic to proceed on a green arrow simultaneously with the eastbound left turning movement, and prohibit U-turns for the eastbound left turning movement; add a southbound left-right lane to provide one left-turn lane, one left-right lane, and one right turn lane, and provide a dedicated right turn lane for the westbound Sutterville Road approach to the intersection.*	Department of Transportation	Show improvements on improvement plans and construct prior to the first building permit	
		5.2-1(c)	*Modify the southbound approach to the Sutterville Road / SR99 SB Ramps intersection to provide a left-turn lane, a combination left-through lane, and two right-turn lanes. This change would bring the right-turning movements under signal control. This mitigation measure is required at five percent of development based on trip generation. The design of the mitigation is subject to the approval of the City Transportation Department and*	Department of Transportation	Improvements shall be constructed at five percent of development based on trip generation	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			Caltrans			
		5.2-1(d)	*At the Road A / Area 3 intersection, provide separate right-turn and left-turn lanes on the eastbound approach.*	Department of Transportation	Show improvements on improvements plans and construct prior to the first building permit in Area 3	
5.2-2	Impacts to study roadway segments under baseline plus project conditions.	*5.2-2*	*The project developer shall work with the Regional Transit District to provide bus service or provide private shuttle service from 6:00 to 9:00 a.m. and from 4:00 to 7:00 p.m. between the commercial areas of the project site and the City College light rail station. As an alternative, the project developer shall coordinate with the City to reserve the required right of way needed to construct a pedestrian and bicycle bridge to provide access to the City College Station.*	Regional Transit District and/or City Department of Transportation	Prior to occupancy	
5.2-3	Impacts to freeway ramp under baseline plus project conditions.	*5.2-3*	*Implement Mitigation Measure 5.2-1(c).*	See 5.2-1(c)	See 5.2-1(c)	
5.2-7	Impacts to on-site traffic circulation and safety under baseline plus project conditions.	*5.2-7(a)*	*The design plans for the project shall be consistent with City standards. Any deviations are subject to the approval of the City Department of Transportation, Traffic Engineering Division. The horizontal curvatures shall be realigned or design elements such as "knuckles" shall*	Department of Transportation	Prior to approval of improvement plans	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		be installed in compliance with City standards.			
		5.2-7(b) *The site design shall be modified to reduce the potential for vehicles leaving parking stalls to back across pedestrian crosswalks. This change may require the elimination of some angle parking spaces.*	Department of Transportation	Prior to approval of improvement plans	
5.2-9	Impacts during construction.	5.2-9(a) *Before issuance of grading permits for the project site, the project applicant shall prepare a detailed Traffic Management Plan that will be subject to review and approval by the City Department of Transportation, Regional Transit, and local emergency service providers, including the City of Sacramento fire and police departments. The plan shall ensure maintenance of acceptable operating conditions on local roadways and transit routes. At a minimum, the plan shall include:* • *The number of truck trips, time, and day of street closures;* • *Time of day of arrival and departure of trucks;* • *Limitations on the size and type of trucks and provision of a staging area with a limitation on the number of trucks that can be waiting;* • *Provision of a truck circulation*	Department of Transportation Regional Transit City of Sacramento Fire and Police Departments	Prior to issuance of grading permits	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			pattern; • *Provision of a driveway access plan to maintain safe vehicular, pedestrian, and bicycle movements (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas);* • *Safe and efficient access routes for emergency vehicles;* • *Efficient and convenient transit routes;* • *Manual traffic control when necessary;* • *Proper advance warning and posted signage concerning street closures;* • *Provisions for pedestrian safety; and* • *Provisions for temporary bus stops, if necessary.* *A copy of the construction traffic management plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways.*	City of Sacramento Fire and Police Departments	At least 14 days prior to commencement of construction that would partially or fully obstruct roadways	
5.2-10	Cumulative impacts to study intersections.	5.2-10(a)	*24th Street / 2nd Avenue – The project applicant shall pay a fair share contribution to install a traffic signal at this intersection.*	Department of Transportation	Prior to issuance of building permits	
		5.2-10(b)	*24th Street / Portola Way – The project applicant shall pay a fair share*	Department of Transportation	Prior to issuance of building permits	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		contribution to install a traffic signal at this intersection.			
		5.2-10(c) *Sutterville Road / Freeport Boulevard (north) – the applicant shall pay a fair share contribution to provide protected-permitted left turn phasing and install proper signage for southbound Freeport Boulevard.*	Department of Transportation	Prior to issuance of building permits	
		5.2-10(d) *Sutterville Road / City College Drive – The applicant shall pay a fair share contribution to provide overlap signal phasing to allow the northbound right turn traffic on City College Drive to proceed on a green arrow simultaneously with the westbound left turning movement, and prohibit U-turns for the westbound Sutterville Road approach to the intersection.*	Department of Transportation	Prior to issuance of building permits	
		5.2-10(e) *Sutterville Road / Road A – apply Mitigation Measure 5.2-1(b) which would provide overlap signal phasing to allow the southbound Road A Right turning traffic to proceed on a green arrow simultaneously with the eastbound left turning movement; and prohibit U-turns for the eastbound left turning movement; provide one left-turn lane, one left-right lane, and one right-turn lane on the southbound approach; provide a dedicated right turn lane for the*			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		westbound Sutterville Road approach to the intersection; provide an actuated exclusive pedestrian phase to serve pedestrians crossing Sutterville Road; and optimize signal timing..			
		~~5.2-10(f) Not applicable. No feasible mitigation.~~			
		5.2-10(g) Sutterville Road / Franklin Boulevard – The project applicant shall pay a fair share contribution to add an eastbound right-turn lane that would mitigate the Saturday peak hour. For a.m. and p.m. peak hour impacts, the cycle length would increase to 110 seconds..	Department of Transportation	Prior to issuance of building permits	
		5.2-10(h) Sutterville Road / SR 99 Northbound Ramps – The project applicant shall pay a fair share contribution to modify signal timing to provide split phase for all approaches and re-stripe the eastbound lanes to provide one left-turn, one left-through, and one through lane. Construct two receiving lanes on the on-ramp for the turning movement from eastbound 12th Avenue to the northbound SR 99 ramp.	Department of Transportation	Prior to issuance of building permits	
		5.2-10(i) Road A / Area 1 – The project applicant shall pay a fair share contribution to modify the signal phasing to provide overlaps for the eastbound right-turn movement; provide protected-permitted	Department of Transportation	Prior to issuance of building permits	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			phasing for the northbound left-turn movement; prohibit U-turn movement at this intersection; and increase the cycle length to 95 seconds.			
			5.3 Air Quality			
5.3-2	Impacts related to exhaust emissions and fugitive particulate matter emissions from project-associated construction activities	5.3-2(a)	*The project applicant shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supercede other SMAQMD or state rules or regulations.*	Community Development Department SMAQMD	Prior to and during construction	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		5.3-2(b)	*Prior to the approval of any grading permit, the project proponent shall submit a dust-control plan, approved by the SMAQMD, to the City of Sacramento Community Development Department. The dust-control plan shall stipulate grading schedules associated with the project phase, as well as the dust-control measures to be implemented. Grading of proposed project phases shall be scheduled so that the total area of disturbance would not exceed 15 acres on any given day. The dust control plan shall be incorporated into all construction contracts issued as part of the proposed project development. The dust-control plan shall, at a minimum, incorporate the following measures:* • *Apply water, chemical stabilizer/suppressant, or vegetative cover to disturbed areas, including storage piles that are not being actively used for construction purposes, as well as any portions of the construction site, that remain inactive for longer than 3 months;* • *Water exposed surfaces sufficient to control fugitive dust emissions during demolition, clearing, grading, earth-moving, or excavation operations. Actively disturbed areas should be kept moist at all times;*		Prior to approval of grading permit	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			• *Cover all vehicles hauling dirt, sand, soil or other loose material or maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code Section 23114;* • *Limit or expeditiously remove the accumulation of project-generated mud or dirt from adjacent public streets at least once every 24 hours when construction operations are occurring; and* • *Limit onsite vehicle speeds on unpaved surfaces to 15 mph, or less.*			
5.3-3	Impacts related to a temporary increase in NO_x emissions.	*5.3-3(a)*	*Prior to issuance of a grading permit, the applicant shall submit a SMAQMD-approved plan, which demonstrates that the heavy-duty (>50 horsepower) off-road vehicles to be used during construction of the project (including owned, leased, and subcontracted vehicles) will achieve a project-wide average of 20 percent NO_x reduction and 45 percent particulate matter reduction, based on the most recent CARB fleet average at the time of construction. In addition, the applicant shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment (>50 horsepower) that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory*	SMAQMD	Prior to issuance of grading permit	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			shall include the horsepower rating, engine, production year, and project hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project. Inventory shall not be required for any 30-day period in which construction activities do not occur. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the applicant shall provide SMAQMD with the anticipated construction timeline, including the start date and the name and phone number of the project manager and on-site foreman.			
		5.3-3(b)	*Prior to issuance of a grading permit, the applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_X above 85 pounds per day. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions. The current price of NO_X construction offsets calculated by SMAQMD is $16,000 per ton.*	SMAQMD, Community Development Department	Prior to issuance of grading permit	
5.3-5	Impacts related to long-term increases of criteria air pollutants.	*5.3-5(a)*	*Prior to the issuance of any grading permit, the project applicant shall coordinate with the SMAQMD and the City of Sacramento Community Development Department to develop a project Air Quality Mitigation*	SMAQMD, Community Development Department	Prior to issuance of grading permit	

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Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			Plan (AQMP). In accordance with SMAQMD recommendations, the AQMP shall achieve a minimum overall reduction of 15 percent in the project's anticipated operational emissions. SMAQMD-recommended measures and corresponding emissions-reduction benefits are identified in SMAQMD's Guidance for Land Use Emission Reductions, which can be found in Appendix E of the SMAQMD document. The AQMP shall be reviewed and endorsed by SMAQMD staff prior to project implementation. Available measures to be included in the AQMP include, but are not limited to, the following: • *Prohibit the installation of wood-burning fireplaces and stoves;* • *Provide onsite bicycle storage and showers for employees that bike to work sufficient to meet peak season maximum demand;* • *Provide preferential parking (e.g., near building entrance, sheltered area, etc.) for carpool and vanpool vehicles;* • *Provide transit enhancing infrastructure that includes: transit shelters, benches, etc.; street lighting; route signs and displays; and/or bus turnouts/bulbs;* • *Incorporate onsite transit facility*			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		improvements (e.g., pedestrian shelters, route information, benches, lighting) to coincide with existing or planned transit service; • *Incorporate landscaping and sun screens to reduce energy use. Deciduous trees should be utilized for building shading to increase solar heating during the winter months. Install sun-shading devices (e.g., screens) or recessed windows on newly proposed buildings;* • *Install efficient lighting and lighting control systems;* • *Install energy-efficient heating and cooling systems, appliances and equipment;* • *Install light colored "cool" roofs and pavements (i.e., high reflectance, high emittance roof surfaces, or exceptionally high reflectance and low emittance surfaces) and strategically placed shade trees to the extent practical;* • *Limit hours of operation of outdoor lighting to the extent practical; and* • *Provide shade (within 5 years) and/or use light-colored/high-albedo materials (reflectance of at least 0.3) and/or open grid pavement for at least 30 percent of the site's non-roof impervious surfaces,*	SMAQMD Community	Prior to issuance of occupancy permit	

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Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			including parking lots, walkways, plazas, etc.; or, place a minimum of 50 percent of parking spaces underground or covered by structured parking; or, use an open-grid pavement system (less than 50 percent impervious) for a minimum of 50 percent of the parking lot area.	Development Department		
		5.3-5(b)	*Documentation confirming implementation of the Air Quality Mitigation Plan shall be provided to the SMAQMD and City prior to issuance of occupancy permits.*			
5.3-8	Cumulative contribution to regional air quality conditions.	*5.3-8*	*Implement Mitigation Measures. 5.3-2(a) and (b) and 5.3-4(a) and (b).*	See 5.3-2 (a) and (b)	See 5.3-2(a) and (b)	
			5.4 Noise and Vibration			
5.4-2	Construction noise impacts to surrounding existing uses.	*5.4-2*	*Construction activities shall be limited to the hours set forth below, unless an exception is granted by the Community Development Department:* • *Monday through Saturday 7:00 a.m. to 6:00 p.m.* • *Sunday 9:00 a.m. to 6:00 p.m.* *These restricted hours shall be included on all grading and construction plans submitted for the review and approval of the Community Development Department*	Community Development Department	Prior to issuance of grading and building permits	

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			prior to issuance of grading and construction permits.			
5.4-7	Railroad noise levels at exterior noise spaces of proposed project residences.	5.4-7	*Prior to the issuance of building permits, a noise barrier shall be shown on the plans along the western boundary of the project site, from the northern boundary of the CPV site to the southern end of any parcel with residences for the review and approval of the City Engineer. A barrier 10 feet in height (relative to nearest outdoor activity elevations) would intercept line of sight to railroad pass-bys, thereby reducing future UPRR noise levels to 70 dB Ldn or less at the nearest outdoor activity areas proposed adjacent to the tracks.* *Barriers can take the form of earthen berms, solid walls, or a combination of the two. Appropriate materials for noise walls include precast concrete or masonry block. Other materials may be acceptable provide they have a surface density of approximately four pounds per square foot.*	City Engineer	Prior to the issuance of building permits	
5.4-8	Railroad noise levels at interior spaces of proposed residences on the project site.	5.4-8(a)	*Prior to the issuance of building permits, all residential lots and residential buildings located within the 70 dB Ldn contour shall include noise insulation features such as the following:* • *Sound-rated windows and doors with STC rating of 35; and*	Community Development Department	Prior to issuance of building permits	

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			• *Stucco exterior siding.*			
		5.4-8(b)	*Prior to sale of any residential lots, statements shall be included in the title for all properties within the 65 dB Ldn contour that informs the buyer of elevated noise levels during train passages, and that train passages routinely occur during nighttime hours.*	Community Development Department	Prior to sale of residential lots	
5.4-9	Noise-producing commercial uses proposed within the project site.	5.4-9(a)	*Unshielded (i.e. unloading activities which are visible from any residential window) nighttime truck unloading shall be prohibited within 200 feet of any residential unit.*	Community Development Department	Prior to issuance of building permit and during project operations	
		5.4-9(b)	*Prior to issuance of a building permit, the site plans shall indicate that a parapet wall shall be constructed along the edge of the roofs of the commercial buildings of sufficient height to intercept line of sight from rooftop mechanical equipment at the nearest residences to reduce noise levels at those nearby residences.*	Community Development Department	Prior to issuance of building permit	
5.4-10	Park generated noise at residential uses proposed within the project site.	5.4-10	*Park activities shall be restricted to daytime hours, with exceptions allowed on a case-by-case basis subject to the approval of the Director of the Parks and Recreation.*	Parks and Recreation Department	During project operations	
			5.5 Biological Resources			
5.5-2	Impacts to burrowing owl.	5.5-2	*Prior to any ground disturbance associated with grading or construction, the applicant*	CDFG	Prior to any ground disturbance	

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			shall initiate a burrowing owl consultation with the California Department of Fish and Game (CDFG) and shall implement the following mitigation measures or equivalents, based on the results of the consultation. *The developer shall arrange for burrowing owl surveys to be performed consistent with the CDFG's 1995 Staff Report on Burrowing Owl and the California Burrowing Owl Consortium's (CBOC) Survey Protocol (1997) not less than 30 days prior to ground disturbance for each phase of project grading. If burrowing owls are not detected, further mitigation is not necessary. However, if burrowing owls are detected the following steps shall be taken:* *If site disturbance commences during the nesting season (between February 1 and August 31) and burrowing owls are detected, a fenced buffer shall be erected on the project site by the developer not less than 250 feet between the nest burrow(s) and construction activities. The 250-foot buffer shall be observed and the fence left intact until a qualified raptor biologist determines that the young are foraging independently, the nest has failed, or the owls are not using any burrows within the buffer.*		associated with grading or construction	

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			If ground disturbance associated with grading or construction commences outside of the nesting season, and burrowing owl(s) are present on-site or within 160 feet of site disturbance, passive relocation consistent with the CDFG Staff Report (1995) and the CBOC Survey Protocol (1997) shall be performed. At least one or more weeks will be necessary to accomplish this and allow the owls to acclimate to off-site burrows. The pre-construction surveys shall be repeated if more than 30 days elapse between the last survey and the start of construction activities.			
5.5-3	Impacts to Swainson's hawk nesting and foraging habitat	5.5-3	*If site disturbance, associated with grading or construction activities is proposed by the developer during breeding season (February to August), a pre-construction survey for Swainson's hawk nests shall be conducted within 30 days prior to site disturbance/construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFG and the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If active nests are found, pursuant to consultation with CDFG, a fenced buffer shall be erected by the developer on the project site not less*	CDFG Community Development Department	Pre-construction survey prior to site disturbance or construction	

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			than one-quarter mile (approximately 1,300 feet) around the active nest. Site disturbance associated with grading or construction activities that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January).			
5.5-4	Impacts to raptors and migratory birds.	*5.5-4(a)*	*Prior to any grading or construction activities during the nesting season (February 1 to August 15), a preconstruction survey shall be conducted by a qualified wildlife biologist within 15 days of the start of project-related activities. If nests of migratory birds are detected on site, or within 75 feet (for migratory passerine birds) or 250 feet (for birds of prey) of the site, the developer shall consult with the CDFG to determine the size of a suitable buffer in which new site grading or construction disturbance is not permitted until August 15; or the qualified biologist determines that the young are foraging independently, or the nest has been abandoned.*	Community Development Department CDFG	Pre-construction survey prior to grading or construction activities	
		5.5.4(b)	*Prior to any grading or construction activities from March 15 to May 15 within 100 feet of the overcrossing of the railroad*			

MITIGATION MONITORING PLAN
Curtis Park Village

Impact Number	Impact		Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
			tracks on Sutterville Road, adjacent to the project site, a preconstruction survey shall be conducted by a qualified biologist within 15 days of the start of project-related activities. If active nests are present in the overcrossing, no construction shall be conducted within 100 feet of the edge of the purple martin colony (as demarcated by the active nest hole closest to the construction activity) at the beginning of the purple martin breeding season from March 15 to May 15. The buffer area shall be avoided to prevent disturbance to the nest(s) until it is no longer active. The size of the buffer area may be adjusted if a qualified biologist and CDFG determine it would not be likely to have adverse effects on the purple martins. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest(s) is no longer active.			

WALKSACRAMENTO

3/20/2015 VIA EMAIL

Teresa Haenggi, Associate Planner
Community Development Department
300 Richards Blvd.
Sacramento, CA 95811

RE: Ice Blocks (P14-062)

Dear Ms. Haenggi:

WALKSacramento has reviewed the routing for the Ice Blocks project. Our comments refer to drawings dated 11-05-2014.

The Ice Blocks project proposes a mix of residential and commercial uses in seven buildings on three block faces of R Street between 16th Street and 18th Street. Block 1 includes four buildings with adjoining walls and connecting common-area hallways with office space on two levels comprising a single structure. Block 2 includes a single-story restaurant, one 4-story residential building and one 6-story residential building. Block 3 includes one 2-story mixed-use building and two single-story retail buildings with mezzanines. All seven buildings provide good access from the street and it appears there will be sufficient "eyes on the street" provided by windows in existing and new window wells.

Development projects that lead to more walking and active travel are critical to our community's future. Human beings need moderate exercise, such as walking, for about 30 minutes a day in order to prevent the development of chronic disease and overweight. About a third of the population in the Sacramento region is active at this minimal level, often due to limitations placed by a built environment not suited to walking and other types of physically active travel.

The Ice Blocks project, which includes a mix of uses that are close to services, retail and office, is less than three blocks from a light rail station and on a bus stop, can be expected to have tenants and residents that walk more than average on a daily basis. More trips by walking can reduce driving and decrease vehicle emissions and the prevalence of asthma, cardiovascular disease, and other air pollution-related conditions.

All multi-level buildings in the Ice Blocks project have either interior or exterior stairwells. The 4-story and the 6-story buildings each have an elevator in addition to stairwells. Stair use, as opposed to elevator use, can help building occupants meet their daily physical activity needs. To maximize use, the stairwells should be at convenient locations and they should be useable for both ingress and egress.

The drawings do not specify whether certain of the stairwells provide ingress in addition to egress. Specifically, the Block 1 building has one stairwell with doors onto the R Street dock and one stairwell with doors onto the alley dock patio, and the 4-story and 6-story Block 2 buildings have external stairs at each end of the buildings and it's unclear whether ingress to any or all of the stairs in the Block 1 and Block 2 buildings is provided. **To encourage and facilitate daily stair use by building occupants, WALKSacramento recommends that all stairs in all buildings provide the opportunity to enter at ground level and access all levels of the buildings.**

None of the site plans for the project indicate the presence of a crosswalk between the northeast corner of Block 2 and the southeast corner of Block 3. As more pedestrians use R Street and as the dilapidated properties between 17th Street and 18th Street are developed, the need for a marked crosswalk and curb ramps will increase immensely. Although the crosswalk and two curb ramps were omitted in the design of the R Street Market Plaza streetscape currently under construction, we believe they should be added prior to occupancy of the Ice Blocks project. **WALKSacramento recommends the design of the Ice Blocks project not preclude or interfere with future construction of curb ramps and a crosswalk at the east end of Blocks 2 and 3.**

WALKSacramento is working to support increased physical activity such as walking and bicycling in local neighborhoods as well as helping to create community environments that support walking and bicycling. The benefits include improved physical fitness, less motor vehicle traffic congestion, better air quality, and a stronger sense of cohesion and safety in local neighborhoods.

Thank you for your consideration of these comments and recommendations. If you have questions or need additional information, please contact me at (916) 446-9255 or cholm@walksacramento.org.

Sincerely,

Chris Holm
Project Coordinator

Attachment: Development Checklist for Biking and Walking

DEVELOPMENT CHECKLIST for BIKING and WALKING

Prepared by WALKSacramento and SABA (Sacramento Area Bicycle Advocates)
September 2012

This checklist is provided to give an indication of design, engineering, and policy elements that we consider when reviewing development projects.

POLICIES

- ❑ Walking and biking is a priority
- ❑ Adopted a policy to develop a full multi-modal and ADA accessible transportation system

Project Review and Comment

POLICY CONSIDERATIONS

- ❑ Pedestrian Master Plan
- ❑ Bicycle Master Plan
- ❑ Regional Blueprint
- ❑ Regional Blueprint Consistent General Plans
- ❑ Adopted Climate Action Plans
- ❑ Subdivision ordinances to support pedestrian and bicycle access and safety
- ❑ Zoning ordinance to support pedestrian and bicycle access and safety

ENGINEERING

- ❑ SIDEWALKS & BIKELANES ON BOTH SIDES OF MAJOR ROADWAYS
  - o Pedestrian Level of Service "C" or better on arterials
  - o Bicycle Level of Service "C" or better on arterials
- ❑ SAFE CROSSINGS FOR PEDESTRIANS
  - o every 300-600 feet on major arterials
  - o well lit, marked crosswalks
  - o audible signals & count-down signals
  - o median refuge islands
- ❑ SPEED MANAGEMENT
  - o Speed limits based on safety of pedestrians and bicyclists
  - o Implement "road diets" where there is excess lane capacity
- ❑ STREET DESIGN STANDARDS
  - o Maximize pedestrian and bicyclist safety
  - o Sidewalks buffered by trees and landscaping on major arterials
  - o Vertical curbs
  - o 5' minimum sidewalk widths, 8' in front of schools
  - o 6' minimum bike lanes on busy streets

- INTERSECTIONS
  - Median refuge islands for pedestrians
  - Signal timing to enable safe passage
  - Signal detection for bicyclists
  - Crossings on all 4 legs of intersections

- ELIMINATE BARRIERS
  - Freeway, railroad, river and creek crossings
  - Obstructions in sidewalks and bike lanes

NEW DEVELOPMENT – REQUIRE

- Walking & bicycling circulation plans for all new development
- Direct and convenient connections to activity centers, including schools, stores, parks, transit
- Mixed uses and other transit supporting uses within ¼ mile of light rail stations or bus stops with frequent service
- Minimum width streets
- Maximum block length of 400'
- 4-lane maximum for arterials; Recommend 2 lanes wherever possible

NEW DEVELOPMENT – DISCOURAGE

- Cul-de-sacs (unless it includes bike/ped connections)
- Gated and/or walled communities
- Meandering sidewalks
- Inappropriate uses near transit (gas stations, drive-thru restaurants, mini storage and other auto dependent uses)

BUILDINGS – REQUIRE

- Direct access for pedestrians from the street
- Attractive and convenient stairways
- Bicycle parking – long & short term
- Shower & clothing lockers

OLDER NEIGHBORHOODS

- Improve street crossings
- Reduce speeds
- Provide new connections
- Create short cuts for walkers and bicyclists by purchase of properties or other means
- Provide sidewalks on both sides of major streets

Policy Review and Comment

ENFORCEMENT & MAINTENANCE

- Enforce speed limits
- Enforce crosswalk rules – conduct crosswalk sting operations
- Enforce restrictions against parking on sidewalks
- Enforce bicycle rules including riding with traffic, lights at night, stopping at red lights
- Implement CVC 267 setting speed limits based on pedestrian and bicyclist safety
- Sweep streets and fix hazards
- Repair and replace broken sidewalks

EDUCATION

- Train staff on pedestrian and bicycle facility design.
- Train development community about pedestrian and bicycle planning and safety issues
- Bicycle skills training

FUNDING

- Include pedestrian and bicycle facilities in capital improvement programs
- Include pedestrian and bicycle facilities as a part of roadway widening and improvement projects
- Support Measure A pedestrian and bicycle facility allocation
- Set priorities based on safety and latent demand
- SACOG Community Design grants & Bike/Ped grants
- California Bicycle transportation Account
- Safe Routes to School

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www.sacbike.org

Sacramento Area Bicycle Advocates
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(916) 444-6600

RESOLUTION NO.

Adopted by the Sacramento City Council

ADOPTING FINDINGS OF FACT AND APPROVING CURTIS PARK VILLAGE FUEL CENTER (P14-036) (APN: 013-0010-037, 038)

BACKGROUND

A. On June 11, 2015, the City Planning and Design Commission conducted a public hearing on and approved the Curtis Park Village Fuel Center Project.

B. On June 19, 2015, the Decision of the City Planning and Design commission was appealed by a third party.

C. On November 17, 2017, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030(B), and received and considered evidence concerning the Curtis Park Village Fuel Center Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Based on the verbal and documentary evidence received at the hearing on the Curtis Park Village Fuel Center Project, the City Council denies the appeal and approves the project entitlements based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2. The City Council approves the Project entitlements based on the following findings of fact:

A. The **CEQA Addendum to a previously certified EIR** and the **Mitigation Monitoring Plan** for the Project has been adopted by Resolution No. _____

B. The **Mitigation Monitoring Plan** for the Project has been adopted by Resolution No. _____.

C. The **Conditional Use Permit** to establish a 16 pump gas station on 0.45 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development based on the following findings of fact.

1. The proposed use and its operating characteristics are consistent with the General Plan, in that with the original adoption of the Curtis Park Village project, the City

Council found the Shopping Center (SC) Zone and the Curtis Park Village PUD to be consistent with the General Plan and its Traditional Center designation. Approval of the requested CUP will not preclude the ability to provide neighborhood serving commercial uses across the balance of the 11.8 acres Southern Commercial Area. Additionally, staff finds that the proposed project is consistent with General Plan policy to provide a compatible and complimentary mix of uses and does not conflict with the General Plan policy discouraging low-intensity and auto-oriented uses around transit stations.

2. The proposed use and its operating characteristics are consistent with the applicable standards, requirements, and regulations of the zoning district in which it is located, and of all other provisions of the code, in that the proposed use is allowed in the Shopping Center Zone subject to the approval of a conditional use permit. The proposed gas station is consistent with the Curtis Park Village PUD Guidelines and Schematic Plan with respect to land use, site layout, and building design.

3. The proposed use is situated on a parcel that is physically suitable in terms of location, size, topography, and access, and that is adequately served by public services and utilities as the proposed gas station can be established on the site without deviating from the Planning and Development Code or the PUD Guidelines. Public services and utilities will be available to development on the site.

4. The proposed use and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance, in that:

    a. The estimated cancer risk would be within an acceptable range and would be below the California Environmental Quality Act (CEQA) thresholds of significance;

    b. The total peak hour and daily traffic volumes would be lower than those utilized for traffic analysis in the original Curtis Park Village (EIR) and all vehicle queuing will occur on-site; and

    c. Lighting is required to be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public; and

C. The **Site Plan and Design Review** for a new gas station is approved based on the following findings of fact:

1. The design, layout, and physical characteristics of the proposed gas station are consistent with the General Plan and the Curtis Park Village Planned Unit Development.

2. The design, layout, and physical characteristics of the gas station are consistent with the Curtis Park Village PUD Guidelines and with all applicable development standards.
3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed gas station and comply with all applicable design guidelines and development standards.
4. The design, layout, and physical characteristics of the proposed gas station are visually and functionally compatible with the surrounding neighborhood.
5. The design, layout, and physical characteristics of the proposed gas station ensure energy consumption is minimized as it allows individuals to reduce vehicle trips by providing a range of commercial services and retail uses in one commercial center.
6. The design, layout, and physical characteristics of the proposed gas station are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that the proposed gas station:
   a. Is consistent with the Curtis Park Village Schematic Plan and PUD Guidelines;
   b. Is designed and will be operated so as to not cause vehicle queuing to affect any City streets or sidewalks;
   c. Is finished with materials compatible with adjacent uses and the surrounding neighborhood;
   d. Will provide lighting designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public.

Conditions of Approval

C. The **Conditional Use Permit** to establish a 16 pump gas station on 0.45 acres in the Shopping Center (SC-PUD) Zone in the Curtis Park Village Planned Unit Development is approved subject to the following conditions:

Planning

C1. The developer shall obtain all necessary building permits prior to construction.

C2. Development of the project site shall be in compliance with the attached site plan and elevation exhibits.

C3. Any modification to the project shall be subject to review and approval by Planning Staff prior to the issuance of building permits. Any significant modification to the project may require subsequent entitlements.

C4. The developer shall comply with all applicable requirements included in the

Curtis Park Village Mitigation Monitoring Plan (P04-109).

C5. The proposal is required to meet the Sacramento City Code regulations regarding bicycle parking (Section 17.608.030). Bicycle parking shall be located in a secure area located in close proximity to doors and/or windows.

C6. Trash receptacles shall be placed at the kiosk entry and at the fuel islands for use by customers.

C7. Final landscaping plans are subject to review by Planning Staff prior to the issuance of Building Permits. Low height landscaping, including shrubs, shall be maintained at a height of three feet to provide screening for vehicle headlights. Lower tree canopies should be above six feet to increase natural surveillance. Tree canopies should not interfere with or block overhead lighting.

C8. No mechanical auto repair or auto body repair shall take place on the premises.

C9. All signage for the site including, but not limited to, monument signs, entry signs, business identification and address signs, trash enclosure signs, and directional signage shall be subject to the issuance of sign permits. All signage shall comply with the Curtis Park Village PUD Guidelines.

C10. The gas station shall be developed and operated as a Safeway gas station. Modifications to this condition shall be subject to modification by the Planning and Design Commission.

Public Works

C11. Construct standard public improvements as noted in these conditions pursuant to Title 18 of the City Code. Improvements shall be designed to City Standards and assured as set forth in Section 18.04.130 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Any public improvements not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk adjacent to the subject property (Buchannan Street) per City standards to the satisfaction of the Department of Public Works.

C12. All new and existing driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works. The applicant shall close the existing driveway along Buchannan Street and reconstruct the frontage to the satisfaction of the Department of Public Works.

C13. Deliveries to the Curtis Park Village site shall be consistent with the truck route exhibit attached in the staff report. In general, trucks can use Sutterville Road, Crocker Drive, Buchannan Street and the loop Road to West Pacific Avenue in

the project's vicinity. Deliveries are prohibited from using the West Pacific Avenue Jeffery Avenue alley at the intersection of Sutterville Road and Crocker Drive".

C14. The applicant shall construct traffic calming measures in the form of additional speed tables along Buchannan Street to the satisfaction of the Department of Public Works. The construction of the new speed tables shall be located approximately 350-feet north of the existing tables along that street segment and shall be to City standards.

C15. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height at maturity. The area of exclusion shall be determined by the Department of Public Works.

C16. The applicant shall provide a signage and markings package (signs, pavement striping, legends and arrows) for on-site circulation and fueling lane queuing to the satisfaction of the Department of Public Works.

C17. The applicant shall be responsible to monitor the daily operations of the fueling facilities so that traffic does not queue back to either Crocker Drive or to the signalized shared access easement. In the case there is vehicular queuing onto any City streets or the operations of the shared access easement as a result of on-site circulation associated with the project site, subject to a request of the City Traffic Engineer, the applicant shall be responsible to incorporate and implement additional measures to improve on-site circulation as to not back up onto City streets and the access easement to the satisfaction of the Department of Public Works (refer to the traffic study recommendations dated April 10th , 2015).

C18. Fuel deliveries to the proposed fuel center shall occur outside of the weekday peak hours (7-9 am and, 4-6 pm) or the mid-day weekend peak hours (11 am – 2 pm).

C19. The applicant shall have an attendant on-site during the fueling facility operational hours to direct on-site traffic circulation, assist customers, and place on-site directional cones/ lane dividers and other related traffic control measures, etc.

Police

C20. Exterior lighting shall be white light (e.g. metal halide, LED, fluorescent, or induction) using cut off or full cut off fixtures to limit glare and light trespass (proposed ENTRANCE fixture does not meet these requirements). Exterior lighting shall be maintained and operational and shall meet IESNA standards.

C21. Proposed wall sconce fixtures or other full cut off fixtures shall be used to illuminate the East, South, and West sides of the kiosk.

Landscaping:

C22. Canopies should not interfere with or block lighting. This creates shadows and areas of concealment.

C23. The landscaping plan shall allow for proper illumination and visibility regarding lighting and surveillance cameras through the maturity of trees and shrubs.

Mechanical Security:

C24. Business shall be equipped with a monitored burglary alarm system with private security response.

C25. UL listed central station silent robbery alarm system shall be employed at the point of sale and near the safe(s). Cellular back-up is recommended.

C26. All solid core exterior doors shall be equipped with a 180 degree viewing device to screen persons before allowing entry, and shall remain locked at all times except for emergencies and deliveries.

C27. Height markers are required on the interior doorway.

Security Cameras

C28. Recorded Video Assessment and Surveillance System (VASS) shall be employed.

C29. Cameras and VASS storage shall be digital high definition or better.

C30. VASS storage shall be kept off-site or in a secured area accessible only to management.

C31. VASS shall support standard MPEG formats.

C32. VASS shall be capable of storing no less than 30 days' worth of activity.

C33. Manager with access to VASS storage shall be able to respond within 30 minutes during business hours.

C34. Manager shall have the ability to transfer recorded data to another medium (e.g. DVD, thumb drive, etc.).

C35. VASS shall provide comprehensive coverage of:

- all points of sale
- fuel pumping and payment areas
- safe
- work room
- North and West doors
- alcohol placement areas
- areas not clearly visible from public streets
- coverage of all four (4) exterior sides of the property
- adjacent public rights of way
- at least one camera shall be positioned to get a front face shot (e.g. height strip camera)

C36. Cameras shall be equipped with low light capability, auto iris and auto focus.

Additional Conditions:

C37. Trash receptacles shall be of a design to prevent unauthorized removal of articles from the trash bin.

C38. Windows shall remain uncluttered to allow for natural surveillance.

C39. The name of the store shall be printed on any receipts.

C40. No public pay phones/telephones shall be allowed on the premises.

C41. No coin operated games or video machines shall be allowed on the premises.

C42. The applicant shall post the property No Trespassing and No Loitering. The applicant shall designate a properly permitted and approved private patrol company as agent for trespass.

C43. The applicant is responsible for reasonably controlling the conduct of persons on the site and shall immediately disperse loiterers.

C44. All dumpsters shall be kept locked.

C45. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the applicant shall be removed or painted over within 72 hours of being applied.

C46. The applicant shall be responsible for the daily removal of all litter from the site and adjacent rights of way.

During Construction

C47. The applicant shall enclose the entire perimeter of the project with a chain link

fence with necessary construction gates to be locked after normal construction hours.

C48. The location shall be monitored by security after normal construction hours during all phases of construction.

C49. Adequate security lighting shall be provided to illuminate vulnerable equipment and materials. Lighting shall be white light with full cut off fixtures.

Advisory Notes

1. City of Sacramento permits must be obtained for private patrol and alarm and camera systems.

D. The **Site Plan and Design Review** for a new gas station is approved subject to the following conditions:

Planning

D1. Development of the project site shall be in compliance with the attached site plan and elevation exhibits.

D2. Any modification to the project shall be subject to review and approval by Planning Staff prior to the issuance of building permits. Any significant modification to the project may require subsequent entitlements.

D3. Stone veneer at building and canopy base shall be replaced with brick or suitable alternative material subject to approval by Design Review Staff.

D4. Signage shall be subject to review and approval through separate sign permit application.

D5. Lighting

a. Lighting shall be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public. All fixtures should be placed in a manner that avoids glare when observed from the street or other public areas.

b. All overhead lighting shall be shielded such that lighting is reflected away from residential areas and public streets.

c. Parking lot lighting shall be equipped with vandal-proof covers.

D6. All on-site crosswalks shall be striped, painted, or constructed with enhanced

materials to emphasize areas shared by vehicles, pedestrians, and bicyclists.

D7. All mechanical equipment, including air and water dispensers, shall be screened from view from public streets with decorative materials and/or landscaping. All rooftop mechanical and communications equipment shall be completely screened from view from public streets at grade level by the building parapet, screen wall, and architectural projections which are integral to the building design.

Utilities

D8. Prior to submittal of improvement plans, prepare a project specific drainage study for review and approval by the DOU. The drainage study shall be developed using the Master Drainage Study for the project area. Sufficient off-site and on-site spot elevations shall be provided in the drainage study to determine the direction of storm drain runoff. The drainage study shall include an overland flow release map for the proposed project.

D9. Per City Code, the Subdivider may not develop the project in any way that obstructs, impedes, or interferes with the natural flow of existing off-site drainage that crosses the property. Furthermore, all lots shall be graded so that drainage does not cross lot or property lines. The project shall construct the required public and/or private infrastructure to handle runoff to the satisfaction of the DOU. If private infrastructure is constructed to handle runoff, the applicant shall dedicate the required private easements and/or, at the discretion of the DOU, the applicant shall enter into and record an Agreement for Maintenance of Drainage with the City, in a form acceptable to the City Attorney.

D10. An on-site surface drainage system is required and shall be connected to the street drainage system by means of a storm drain service tap. The storm drain service taps shall drain on-site shed areas which are in general conformance with the master drainage study and shed map for the area or (development). All on-site systems shall be designed to the standard for private storm drainage systems (per the latest edition of: Frontage and On-Site Improvement Procedures Manual, which may be obtained from the City's Community Development Department at 300 Richards Blvd., 3rd floor).

D11. All water connections shall comply with the City of Sacramento's Cross Connection Control Policy.

D12. Per City Code 13.04.070, except for separate irrigation service connections and fire service connections, each lot or parcel shall only have one (1) metered domestic water service. Requests for multiple domestic water service connections to single commercial lot or parcel, consistent with the DOU "Commercial Tap Policy", may be approved on a case-by-case basis by the DOU. Contact the DOU at (916) 808-1400 for a copy of the tap policy. Excess

services shall be abandoned to the satisfaction of the DOU.

D13. This project is served by the Combined Sewer System (CSS). Therefore, the developer/property owner will be required to pay the Combined Sewer System Development Fee prior to the issuance of building permit. The Combined Sewer System fee at time of building permit is estimated to be $3,161.79 plus any increases to the fee due to inflation. The fee will be used for improvements to the CSS.

D14. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the DOU.

D15. This project will disturb more than one acre of land or is part of large common development; therefore, the project is required to comply with the State's "Construction General Permit" (Order 2009- 0009 DWQ or most current). To comply with the State Permit, the applicant must file a Notice of Intent (NOI) through the State's Storm Water Multiple Application and Report Tracking System (SMARTS), located online at http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp A valid WDID number must be obtained and provided to the DOU prior to the issuance of any grading permits.

D16. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to prepare erosion and sediment control plans for both during and after construction of the proposed project, prepare preliminary and final grading plans, and prepare plans to control urban runoff pollution from the project site during construction.

Fire

D17. Provide the required fire hydrants in accordance with CFC 507 and Appendix C, Section C105.

D18. Timing and Installation. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. CFC 501.4

D19. Provide a water flow test. (Make arrangements at the Permit Center walk-in counter: 300 Richards Blvd,

SMUD

D22. Dedicate a 12.5-foot public utility easement for overhead/underground facilities and appurtenances adjacent to all streets except those areas adjacent to commercial development and multi-family development areas.

D23. Maintain existing overhead 21kV route.

D24. Setbacks of less than 14-feet may create clearance issues and should require the developer to meet with all utilities prior to acceptance of the tentative map. At a minimum the setback info should be placed on the tentative map for review.

D25. Building foundations must have a minimum clearance of 5-feet to a SMUD trench. Developer to verify with other utilities (gas, telephone, etc.) for their specific clearance requirements.

D26. Future SMUD facilities located on the customer's property may require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the customer's property.

D27. SMUD equipment shall be accessible to a 26,000-pound SMUD service vehicle in all weather conditions. SMUD equipment shall be no further than 15-feet from a drivable surface. The drivable surface shall have a minimum width of 20-feet.

D28. If proper clearances from the building cannot be maintained, the developer will need to work with SMUD to relocate or underground the facilities. This work would be billable to the customer.

Public Works

D29. Construct standard public improvements as noted in these conditions pursuant to Title 18 of the City Code. Improvements shall be designed to City Standards and assured as set forth in Section 18.04.130 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Any public improvements not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk adjacent to the subject property (Buchannan Street) per City standards to the satisfaction of the Department of Public Works.

D30. All new and existing driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works. The applicant shall close the existing driveway along Buchannan Street and reconstruct the frontage to the satisfaction of the Department of Public Works.

D31. Deliveries to the Curtis Park Village site shall be consistent with the truck route exhibit attached in the staff report. In general, trucks can use Sutterville Road, Crocker Drive, Buchannan Street and the loop Road to West Pacific Avenue in

the project's vicinity. Deliveries are prohibited from using the West Pacific Avenue Jeffery Avenue alley at the intersection of Sutterville Road and Crocker Drive".

D32. The applicant shall construct traffic calming measures in the form of additional speed tables along Buchannan Street to the satisfaction of the Department of Public Works. The construction of the new speed tables shall be located approximately 350-feet north of the existing tables along that street segment and shall be to City standards.

D33. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height at maturity. The area of exclusion shall be determined by the Department of Public Works.

D34. The applicant shall provide a signage and markings package (signs, pavement striping, legends and arrows) for on-site circulation and fueling lane queuing to the satisfaction of the Department of Public Works.

D35. The applicant shall be responsible to monitor the daily operations of the fueling facilities so that traffic does not queue back to either Crocker Drive or to the signalized shared access easement. In the case there is vehicular queuing onto any City streets or the operations of the shared access easement as a result of on-site circulation associated with the project site, subject to a request of the City Traffic Engineer, the applicant shall be responsible to incorporate and implement additional measures to improve on-site circulation as to not back up onto City streets and the access easement to the satisfaction of the Department of Public Works (refer to the traffic study recommendations dated April 10th , 2015).

D36. Fuel deliveries to the proposed fuel center shall occur outside of the weekday peak hours (7-9 am and, 4-6 pm) or the mid-day weekend peak hours (11 am – 2 pm).

D37. The applicant shall have an attendant on-site during the fueling facility operational hours to direct on-site traffic circulation, assist customers, and place on-site directional cones/ lane dividers and other related traffic control measures, etc.

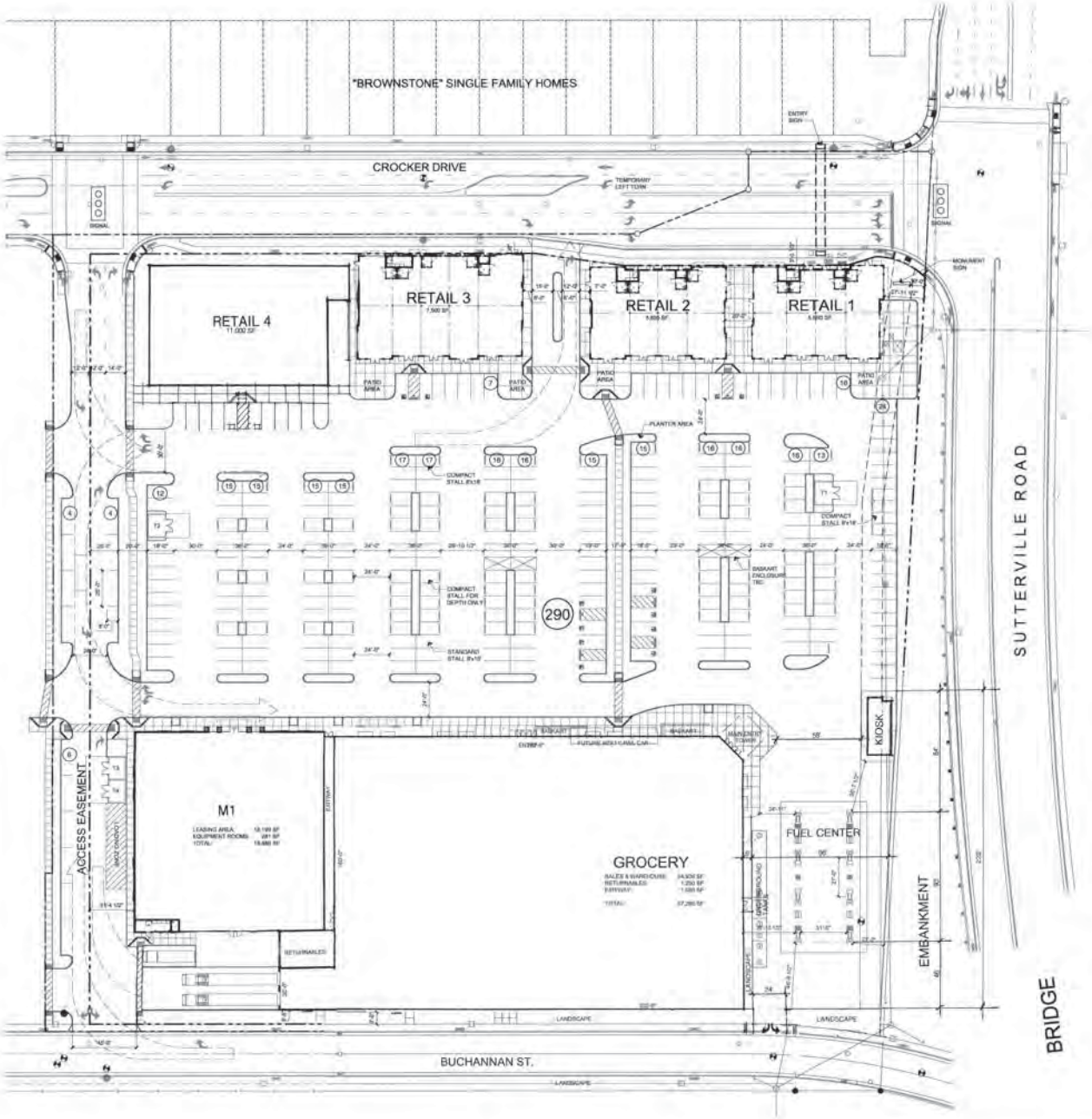
Advisory Notes

1. The on-site storm water treatment control measures required may affect site design and site configuration and should be considered during early planning stages.

2. The proposed project is located in the Flood zone designated as an X zone on the Federal Emergency Management Agency (FEMA) Federal Insurance Rate Maps (FIRMs) dated August 16th, 2012. Within the X zone, there are no requirements to elevate or flood proof.

Table of Contents:

Exhibit A – Overall Site Plan
Exhibit C – Kiosk Plan
Exhibit D – Kiosk Elevations
Exhibit E – Canopy Elevations
Exhibit F – Truck Route Exhibit



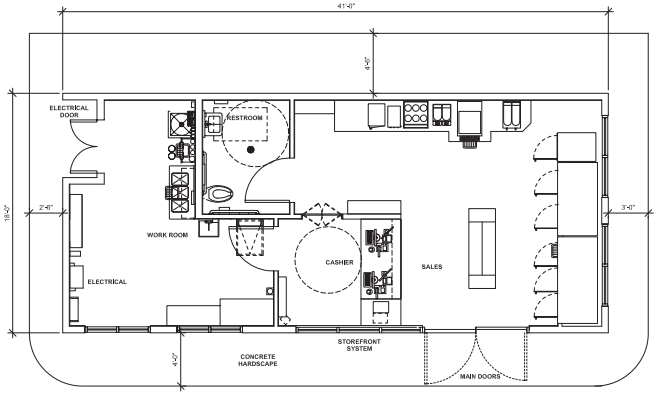
PETROVICH DEVELOPMENT COMPANY

Curtis Park Village Neighborhood Shopping Center

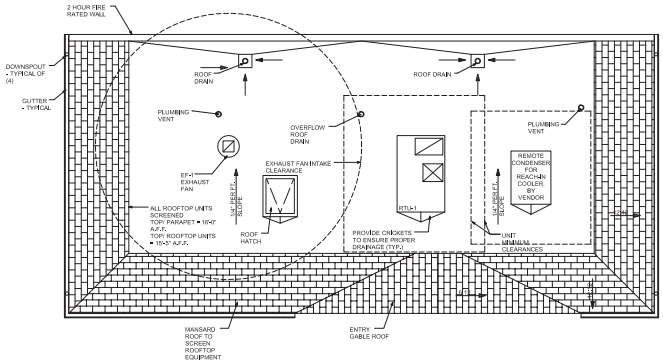
Sacramento, California

SITE PLAN

A1.1



1 FLOOR PLAN
(1/4" = 1'-0")
RE:



2 ROOF PLAN
(1/4" = 1'-0")
RE:

(GRAPHIC SCALE)
4 0 2 4 8
(IN FEET)

STAMP

REVISIONS

SUBMITAL DATES

OWNER: --

BUILDING DEPT: --

O.T.B.: 6 JUNE 2014

architecture engineering
LHB & Associates, Ltd.
867 Pacific Street, Suite 120
San Luis Obispo, CA 93401
ph 805.540.5240
fax 805.540.5243
www.LHBassoc.com

PROJECT NO. 11-10-3013

DRAWN BY: JRB

CHECKED BY: JRB

CURTIS PARK VILLAGE FUEL CENTER

CURTIS PARK VILLAGE DRIVE SACRAMENTO, CA

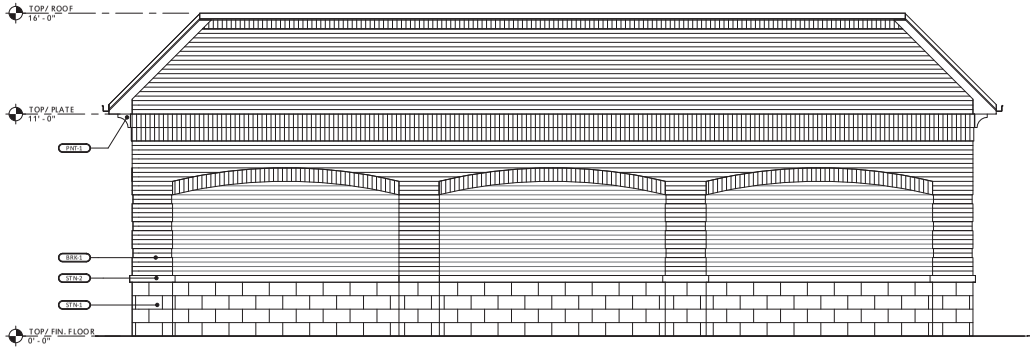
SHEET TITLE
KIOSK FLOOR AND ROOF PLANS

SHEET NO.
A2.1

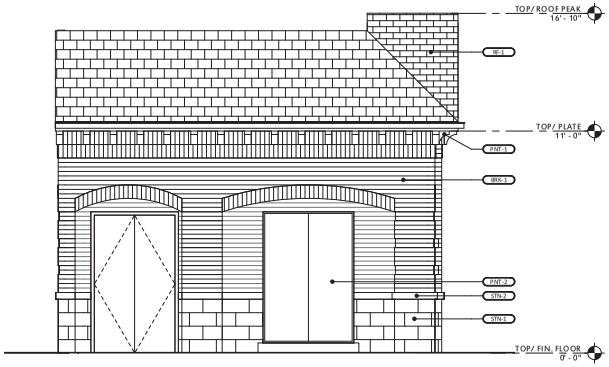
7/08/14 10:21 PM

1 KIOSK - NORTH ELEVATION
3/8" = 1'-0"

2 KIOSK - WEST ELEVATION
3/8" = 1'-0"



3 KIOSK - SOUTH ELEVATION
3/8" = 1'-0"



4 KIOSK - EAST ELEVATION
3/8" = 1'-0"

MATERIAL KEYNOTES

BRK-1	MODULAR FACE BRICK IN RUNNING BOND. COLOR: RED, TBD
MTL-2	ALUMINUM WINDOW FRAMES. COLOR: DARK BRONZE ANODIZED
PNT-1	ROOF TRIM & DENTILS TO BE PAINTED. COLOR: WHITE RUSSIAN
PNT-2	DOORS AND FRAMES TO BE PAINTED. COLOR TO MATCH ADJACENT BRICK.
RF-1	FAUX-SLATE ASPHALT SHINGLES OVER ROOF STRUCTURE. COLOR: SLATE
STN-1	ASHLAR LIMESTONE BASE. MANUF: ELDORADO STONE. COLOR: YORK BLEND
STN-2	CHISELED LIMESTONE SILL. MANUF: ELDORADO STONE. COLOR: BUCKSKIN

DG PArchitecture LLC

NO.	DATE	BY	DESCRIPTION
			REVISIONS

KIOSK ELEVATIONS

DRAWN BY: SD

REVIEWED: Checker

DATE: 6/27/14

FUEL CENTER

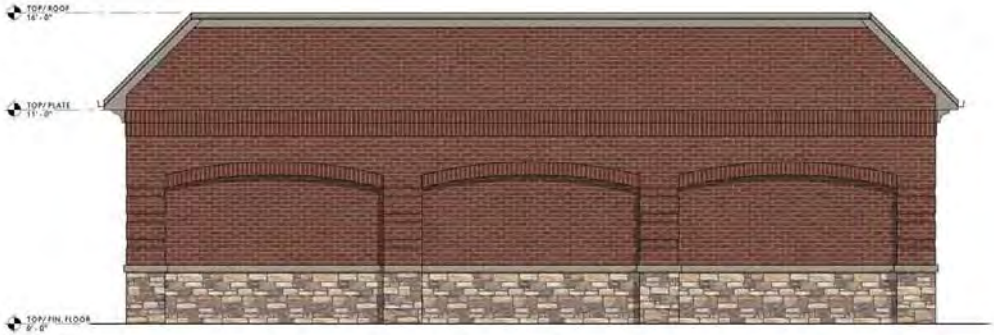
STORE NO.: ####

Curtis Park Village Dr.,
Sacramento, CA

A2.2

1 KIOSK - NORTH ELEVATION
3/8" = 1'-0"

2 KIOSK - WEST ELEVATION
3/8" = 1'-0"



3 KIOSK - SOUTH ELEVATION
3/8" = 1'-0"

4 KIOSK - EAST ELEVATION
3/8" = 1'-0"

BRICK-1
COLOR: TBD

STONE-1
COLOR: YORK BLEND

STONE-2
COLOR: BUCKSKIN

ROOF-1
COLOR: FAUX SLATE

METAL-1
COLOR: DARK BRONZE

PAINT-1
COLOR: WHITE RUSSIAN

PAINT-2
COLOR: TO MATCH BRICK

CONCRETE

LEGEND

R1

PROPOSED GAS STATION KIOSK

CURTIS PARK VILLAGE
SACRAMENTO, CA

DG PA rchitecture

MATERIAL KEYNOTES	
BRK-1	MODULAR FACE BRICK IN RUNNING BOND, COLOR: RED, TBD.
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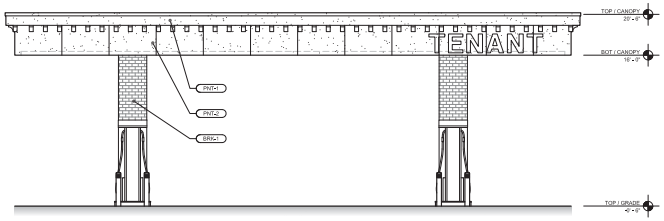
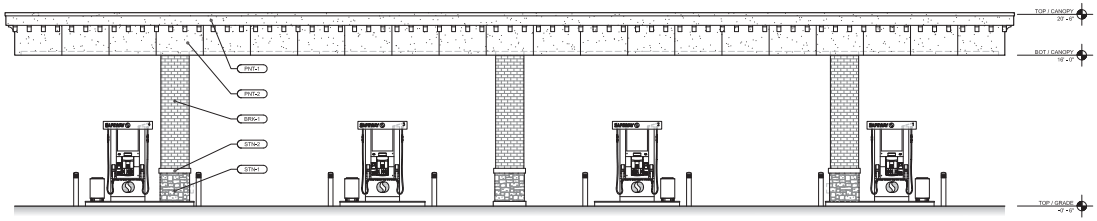
STN-2	ASHLAR LIMESTONE BASE, MANUFACTURED STONE, COLOR: TORIN BLEND
STN-3	CONCRETE LIMESTON SILL, MANUFACTURED STONE, COLOR: BUCKSKIN



1 CANOPY - WEST ELEVATION
3/16" = 1'-0"
R2



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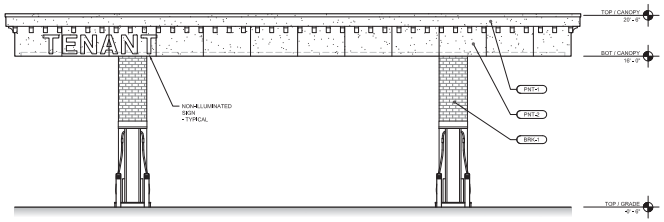
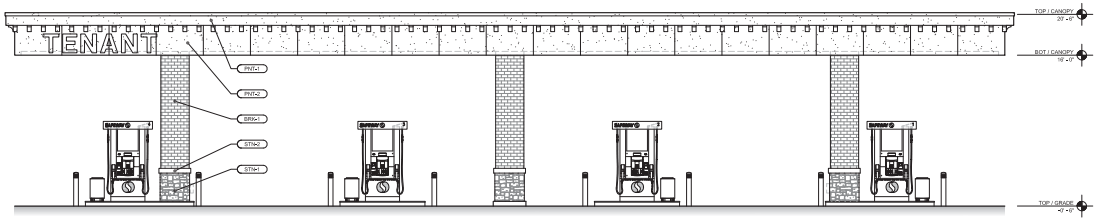
R2



3 CANOPY - EAST ELEVATION
3/16" = 1'-0"
R2



4 CANOPY - SOUTH ELEVATION
3/16" = 1'-0"
R2

REVISED OCTOBER 26, 2015

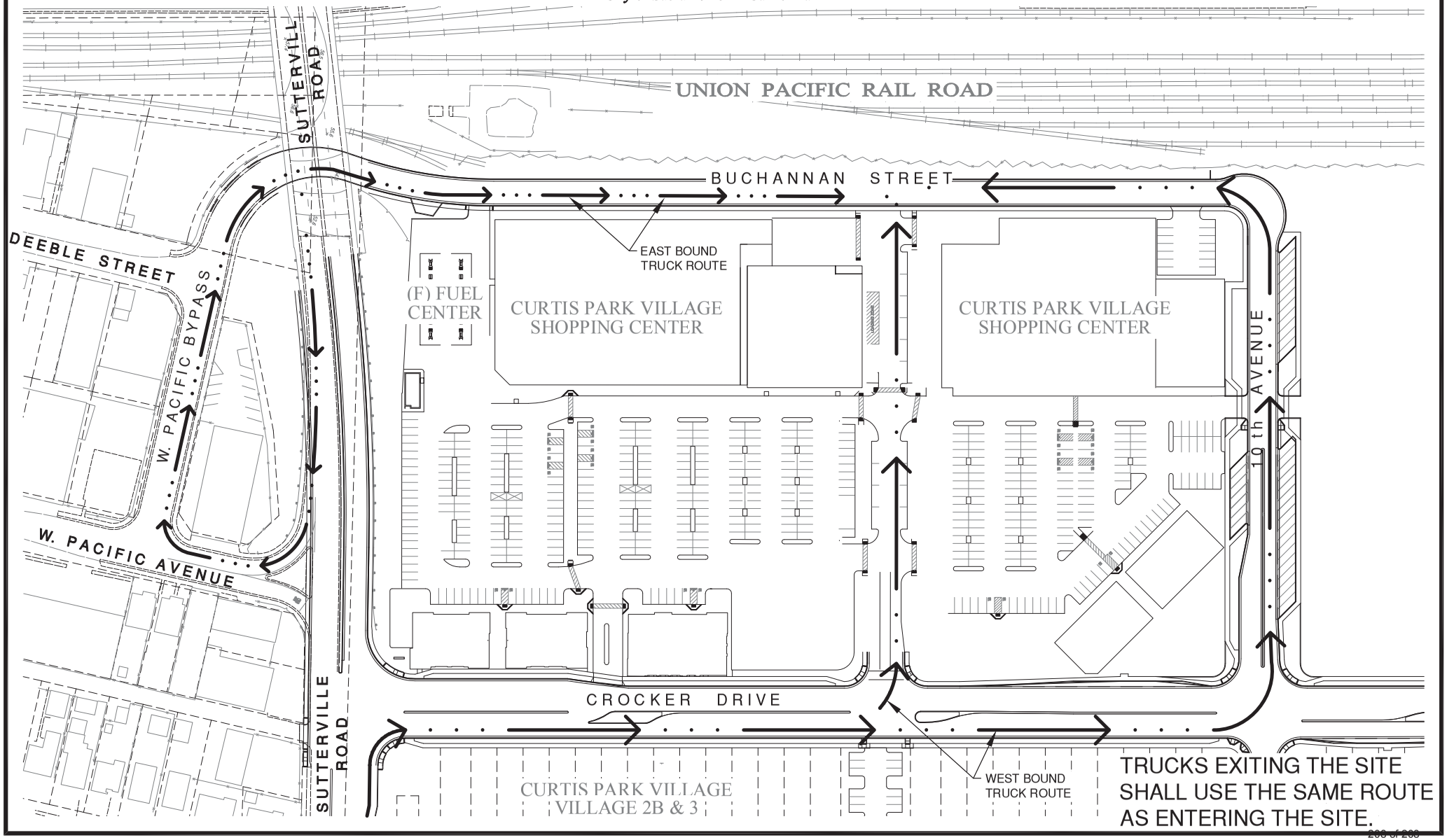
EXTERIOR ELEVATIONS

A1.1

ALLOWED Truck Access Route Exhibit for

Curtis Park Village Shopping Center

City of Sacramento ~ California



TRUCKS EXITING THE SITE SHALL USE THE SAME ROUTE AS ENTERING THE SITE.

19

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **11/17/2015**

Report Type: Staff/Discussion

Report ID: 2015-00977

Title: Funding for the Expansion of the St. John's Program for Real Change

Location: [redacted], District 6

Recommendation: Pass a Resolution conditionally committing $600,000 from FY2014/15 General Fund year-end results for the expansion of the St. John's Program for Real Change.

Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Presenter: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Department: City Manager

Division: Executive Office

Dept ID:

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Michael Benner
11/10/2015 11:25:39 AM

Approvals/Acknowledgements

Department Director or Designee: Howard Chan - 10/30/2015 11:19:36 AM

Description/Analysis

Issue Detail: St. John's Program for Real Change (St. John's) has reached out to members of the City Council asking for financial assistance for a planned program expansion. This report is in response to the Council's request to bring that proposal forward for consideration. St. John's is seeking a $600,000 investment from the City to purchase and convert a building adjacent to their existing facility at [redacted] in order to add 30 transitional housing units to their existing program. St. John's program currently serves up to 180 women and children through their transitional and permanent housing programs, providing intensive supportive services and shelter to impoverished households. The expansion of their Jackson Road facility will add capacity in their transitional housing program, where women and children live and receive services for up to 18 months. St. John's has secured a $900,000 forgivable loan from the Federal Home Loan Bank to support the $3 million project, and is actively campaigning for the remaining $1.5 million to fully fund the project.

Policy Considerations: The expansion of St. John's will add capacity to an existing transitional housing program that has a strong history of pulling women and children out of poverty and reducing dependency on governmental programs. St. John's serves women and children in crisis who are precariously housed or homeless, providing intensive support services to help participants both find stable, permanent housing and become self-sufficient. Expanded capacity at St. John's should reduce the number of households with children who are homeless and depend on the emergency shelter system of the homeless continuum of care.

Economic Impacts: Not applicable.

Environmental Considerations: Project is exempt from CEQA guidelines under Section 15303 which allows for converting an existing structure into another use.

Sustainability: Repurposing an unused structure through rehabilitation rather than constructing a new building is consistent with the City's sustainability goals.

Commission/Committee Action: None.

Rationale for Recommendation: St. John's started as a small emergency shelter in 1985, growing to serve over 180 women and children annually in various programs. Over the course of thirty years, St. John's has also transitioned from a crisis shelter into a program offering a full complement of services to help women become self-sufficient. Within their programs St. John's provides shelter, child care, education, employment training, addiction recovery support, mental health services, and much more with the goal of helping women transition from poverty and dependence to self-sufficiency. St. John's holds the women in their programs accountable to maintain sobriety, attend various classes and counseling and to education and employment requirements.

While some of the women in the St. John's program come from homeless situations (living on the streets, in a car, or an emergency shelter), it is not a requirement for admittance to the program. However, all of the women at St. John's come from situations of instability and poverty and many come to St. John's with a history of abuse, addiction and/or mental health challenges. While St.

John's program serves a different population than is targeted by more traditional homeless programs, the women they serve graduate with the skills and support to be self-sufficient. It is expected that but for the services at St. John's, more women and children would eventually come to the front door of the homeless continuum of care administered by Sacramento Steps Forward, potentially in a deeper crisis state then when they arrived at St. John's.

The City's investment in St. John's is complimentary to its support of the homeless continuum of care in that St. John's programs will effectively reduce the need for crisis shelter and housing support for homeless women and children. As a partner in the homeless continuum of care, St. John's has agreed to coordinate in two meaningful ways:

1) All households accepted into St. John's will be assessed within 72 business hours of entry using the homeless continuum of care common assessment tool (the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT)). If while in the transitional shelter portion of the program (within the first four months of their stay), the household decides that St. John's is not the best fit, it will already be on the community queue for other appropriate housing and shelter options.
2) St. John's will provide Sacramento Steps Forward (SSF) on a weekly basis the names and contact information for all the households on their wait list. For those on the wait list who are literally homeless (sheltered or unsheltered), SSF will have an outreach navigator assess them for other services, either while they wait for a spot at St. John's or as an alternative to St. John's. For those on the St. John's wait list who are housed, SSF will work to connect them to diversion programs and support to help them maintain their current housing situation or re-house themselves without ever entering a homeless shelter.

Financial Considerations: The total estimated project cost is $3 million, including acquisition, construction and operations for the first two years. St. John's has secured a commitment for a 15-year forgivable loan from the Federal Home Loan Bank of $900,000 for the project and is working with HomeAid on a commitment of materials and labor to assist with the improvements. The remainder of the anticipated project cost will be raised by St. John's from other public and private sources.

The request for funding from the City is a one-time request for capital costs only. The City's funding will be provided in the form of a 15-year forgivable loan, comparable to the funding from the Federal Home Loan Bank. Operation of the program, including provision of all supportive services will be funded by St. John's. The City funding is from FY2014/15 General Fund year-end results or other eligible source, and final loan documents will need to be formally approved after the completion of the year-end audit and approval of the Midyear Budget Report anticipated to be before the City Council in early February 2016.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015 -

Adopted by the Sacramento City Council

On date of

CONDITIONAL COMMITMENT OF A $600,000 15-YEAR FORGIVEABLE LOAN FOR THE ST. JOHN'S PROGRAM FOR REAL CHANGE

BACKGROUND

A. St. John's Program for Real Change (St. John's) has operated in Sacramento for thirty years, providing shelter and services for impoverished women and children.

B. St. John's currently has capacity for up to 30 households at their transitional housing program, but regularly has a wait list of 300+ people.

C. St. John's has an option to purchase the building adjacent to their existing space on Jackson Road, which will allow it to add space for an additional 30 households.

D. St. John's has approval for a $900,000 forgivable loan from the Federal Home Loan Bank for purchase and rehabilitation of the adjacent building.

E. St. John's is seeking assistance from the City to assist with the purchase and capital improvements to the adjacent building and will be actively pursuing other public and private funding for the remainder of the cost of the improvements.

F. St. John's is a partner in the Sacramento homeless continuum of care in that their program serves households who but for their assistance, might fall into homelessness.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council hereby conditionally approves a $600,000 15-year forgivable loan from FY2014/15 General Fund year-end results or other eligible sources, subject to final approval by City Council through the adoption of the FY2015/16 Midyear Budget.

Section 2. The conditions precedent for final approval of this commitment and disbursement of these funds are outlined in Exhibit 1, which is a part of this resolution.

Section 3 The required terms of the loan are outlined in Exhibit 2, which is a part of this resolution.

Attachments:

Exhibit 1 – Funding Conditions for St. John's Program for Real Change

Exhibit 2 – Required Loan Terms for St. John's Program for Real Change

Exhibit 1

Funding Conditions for the St. John's Program for Real Change

The City of Sacramento's final approval of $600,000 in funding is contingent upon execution of loan documents with St. John's Program for Real Change that include the following conditions. The City of Sacramento will determine in its sole discretion whether a condition has been satisfied. The conditions precedent include:

1) There shall be sufficient funds available in the FY2014/15 General Fund year-end results or from another eligible source, evidenced in the adoption of the FY2015/16 Midyear Budget.

2) St. John's Program for Real Change shall secure a funding commitment of $900,000 from the Federal Home Loan Bank for the purchase and rehabilitation of the building adjacent to their current program at 8401 Jackson Road.

3) St. John's Program for Real Change shall enter into a 15-year forgivable loan agreement with the City of Sacramento.

Exhibit 2

Required Loan Terms for the St. John's Program for Real Change

1) No disbursements of City funding shall be made until funding from the Federal Home Loan Bank has been fully disbursed.

2) During the 15-year term of the forgivable loan period, St. John's will provide the following services:

    a. Within 72 business hours of entering the program, St. John's Program for Real Change will assess all households (in both the existing program and expanded units) using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) and input the household's results into the Homeless Management Information System (HMIS) database in coordination with Sacramento Steps Forward or any successor agency or organization.

    b. St. John's Program for Real Change will provide a copy of their wait list to Sacramento Steps Forward or any successor agency or organization weekly, including the names, contact information and current housing status of each household.