

Meeting Date: 4/26/2016

Report Type: Consent

Report ID: 2016-00429

Title: Contract Award: McKinley Pond Park and Land Park Pond Renovation

Location: Districts 3 and 4

Recommendation: Pass a Motion: 1) approving the McKinley Park Pond and Land Park Pond Renovation Design-Assist Contract With An Option For A Guaranteed Maximum Price (GMP) with Pacific Aquascape International Inc.; 2) approving the construction plans and specifications for McKinley Park Pond Renovation (L19137700); 3) approving the construction plans and specifications for Land Park Ponds (L19012900); 4) approving the McKinley Park Pond & Land Park Pond Renovation GMP Supplemental Agreement No. 1; 5) authorizing the City Manager or City Manager's designee to execute the contracts with Pacific Aquascape for guaranteed maximum price of \$971,537; and 6) approving the allocation of \$307,400 to L19012900 and \$268,300 to L19137700 from Measure U Park Improvements (L19706000).

Contact: C. Gary Hyden, Manager, Park Planning and Development Services, (916) 808-1949, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map (McKinley Park)
- 4-Location Map (Land Park)
- 5-Design Assist Contract Pacific Aquascape
- 6-Supplemental Agreement Form
- 7-Supplemental Agreement Signed

City Attorney Review

Approved as to Form
Sheryl Patterson
4/13/2016 12:09:52 PM

Approvals/Acknowledgements

Department Director or Designee: Christopher Conlin - 4/6/2016 10:18:34 AM

Description/Analysis

Issue Detail: The McKinley Park Pond and the Land Park Pond need substantial renovation to protect the public's health, safety, and welfare. On July 28, 2014, the City Council approved a design-assist method of delivery and initial funding was allocated for these projects in the FY2014/15 Approved CIP budget in the amounts of \$220,500 for McKinley Park Pond Renovation project (L19137700) and \$400,000 for Land Park Ponds project (L19012900).

The Design-Assist Contractor Qualification and Selection method was used to choose a qualified team to design and construct the renovation improvements for the ponds (please see the background section for detail). Pacific Aquascapes International was selected for the design assist phase of work. However, the form of the agreement was for professional services, so in order to award the construction phase of work the City Council needs to approve a Design-Assist contract and accept the Guaranteed Maximum Price (GMP).

Improving the ponds to a state that is acceptable for use as a public park amenity requires a substantial amount of redesign and reconstruction. The ponds need to be significantly deeper, a pond liner needs to be added, the edges need reconstruction, and an aeration system needs to be installed. These improvements are essential to bring the ponds to a point where maintenance will be effective in sustaining water quality, wildlife value, and aesthetics.

The cost to improve the ponds to a basic acceptable level is substantially more than the current allocated funding. Therefore, the Department of Parks and Recreation (DPR) recommends a phased approach to accomplishing the work. The first phase will include McKinley Park Pond, which is in the most need of repair, and the Boat Lake Pond at Land Park. The Boat Lake Pond is the best candidate of the three ponds in Land Park for the first phase because it is highly visible and most in need of renovation. Improvement of the other two ponds at Land Park will be accomplished in phase two.

In order to accomplish the basic level of improvement, DPR further recommends that additional funding from Measure U Park Improvement project (L1970600) be allocated to the existing projects in the following amounts: \$268,300 for McKinley Park Pond Renovation project (L19137700) and \$307,400 for Land Park Ponds project (L19012900).

Policy Considerations: City Code in Title 3, Chapter 3.60.170 (D) allows the City Council to authorize the use of alternative project delivery methods by providing the City Council with an option to find, by a two-thirds vote, that suspending competitive bidding is in the best interests of the City.

As approved by Council, the Request for Proposals (RFP) process, as describe in the City Administrative Policy AP-4002 dated February 2010, was used to select the contractor for the work.

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: These park construction projects, which totals \$971,537, is expected to create 3.89 total jobs (2.23 direct jobs and 1.65 additional jobs through indirect and induced activities). Furthermore, it will create \$599,861 in total economic output (\$378,097 of direct output and another \$221,764 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, 15333 of the CEQA Guidelines. Section 15301(i) exempts the maintenance of artificial wildlife waterway devices, streamflows, springs and waterholes to protect fish and wildlife resources; Section 15333 exempts the projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants or wildlife provided that there would be no significant adverse impact on endangered, rare or threatened species or their habitat pursuant to section 15065, there are no hazardous materials at or around the project site that may be disturbed or removed, and the project will not result in impacts that are significant.

Sustainability: The McKinley Park Pond and Land Park Ponds projects have 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 2035 General Plan. The projects 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 and local vendors where feasible.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The McKinley Park Pond and the Land Park Ponds are important historical and recreational elements in the City's park system. Due to inadequate initial design, over use, and insufficient maintenance funding they have fallen into disrepair and are in need of major renovations. Because of the magnitude of the costs involved to repair all four ponds a phased approach is necessary. The first phase will include renovation of McKinley Park Pond and the Boat Lake Pond at Land Park. These ponds were selected because of their high profile and immediate need for repair. Additional funds beyond those originally budgeted are required. The Measure U Park Improvement project (L19012900) was created by City Council for high priority repair and maintenance park projects. The McKinley Park Pond and the Boat Lake Pond at Land Park qualify in every respect for this funding and therefore DPR recommends that City Council approve the Design-Assist contract, the GMP and the requested funding allocation to these two projects.

Financial Considerations: With supplemental funding from the Measure U Park Improvement project (L1970600) in the amount of \$268,300 allocated to McKinley Park Pond Renovation project (L19137700) and \$307,400 allocated to Land Park Ponds project (L19012900), there will be sufficient funding to complete the necessary park pond projects.

Development of parks creates an ongoing cost for park maintenance and utilities based on the size of the park. McKinley Park and Land Park are existing parks, the annual maintenance and utilities costs are already covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

However, a permanent funding source is needed for ongoing maintenance operations necessary to sustain water quality, wildlife value, and esthetics. These maintenance tasks require specialized contractor expertise and are not included in the basic maintenance cost for each park, therefore DPR will be bringing forward a contract in the near future for Council consideration for ongoing annual pond maintenance for all six park ponds in the City's park system.

Local Business Enterprise (LBE): At an LBE percentage of 10.0%, Pacific Aquascape Inc. exceeded the 5% LBE participation requirement.

Background:

The pond at McKinley Park and the three ponds in Land Park are an integral part of the functional and aesthetic aspects of the parks in which they are located. However, the function, health, safety, and aesthetic quality of the existing ponds have degraded over the last few decades and improvements are needed to arrest the decline and restore the ponds former appeal as park amenities and a wildlife resource.

In 2013, City commissioned a Lake Management and Assessment Study for McKinley Pond and other ponds in the City's park system. DBi Services, an infrastructure operations and maintenance firm, prepared the document. The document included the following findings:

- Pond is highly populated with waterfowl, causing pond to become polluted;
- A filter barrier is missing between street/landscape runoff and the pond;
- Pond outlet is clogged;
- Shoreline is eroded, causing leaks in the pond and around the bulkhead;
- Tree roots are encroaching into the pond and bulkhead;
- Trees should be trimmed back or removed and overhanging vegetation should be trimmed back.

The DBi document also recommended the following maintenance and operations:

- Drain and clean pond and outflow structure, including mechanical removal of bottom sludge;
- Inspect and repair bulkhead and cracks;
- Trim tree limbs that extend past the bulkhead;
- Repair irrigation heads, level ground between bulkhead and walkway;
- Implement a maintenance program;
- Install an aeration system;
- Recommended maintenance included applying a series of treatments of Pond Clear Bacteria (a water quality enhancement) and Aquatic Dye (a water quality enhancement), and taking measures to control the waterfowl population;
- Independently, an interested neighbor/advocate prepared a plan to clean up the pond; however, it was deemed inadequate by the City.

Process

- Funding was approved as part of the FY2015 budget effective July 1, 2014
- On July 29, 2014, Council approved 'Design Assist Contractor Qualification and Selection' process for design renovation of ponds at McKinley and Land Park.
- Scope and schedule of consultant / contractor work to be coordinated by City staff in consultation with Pond Advisory Committee (PAC).
- Council directed that the PAC include certified wildlife biologist.
- PAC formed in August of 2014.
- The PAC included two citizens from Council District 3 (McKinley Pond; including the neighbor/advocate that prepared a cleanup plan for the pond in 2014; two citizens from Council District 4 (Land Park Ponds); City staff (the Supervising

Landscape Architect, an Associate Landscape Architect and the Parks Maintenance Manager),

- In addition, based on Council direction, a volunteer Wildlife Biologist was added to the Committee. The Wildlife Biologist was recommended by a PAC member, interviewed by the PAC and appointed by the Director of the City's Department of Parks and Recreation (DPR).
- Request for proposals issued on November 4, 2014; three proposals were received, but one was deemed non-responsive.
- In December of 2014, the PAC unanimously selected Pacific Aquascapes and H.T. Harvey Associates as the consultants for the work. Both firms are highly regarded, Pacific Aquascapes in constructing and renovating ponds and water features; they are licensed civil engineers and general contractors; H.T. Harvey is an environmental services firm, with expertise in biological systems.
- On September 10, 2015 the PAC reviewed and unanimously supported consultant's recommendations on pond renovations, which included deepening the ponds to improve water quality. Although it was not included in the consultants' recommendations, fencing around the pond was proposed by one PAC member. The consultant advised against the fence for design and cost reasons. Two PAC members advocated for a fence, four PAC members were opposed, one PAC member was undecided, and one PAC member was absent. The PAC decided to remain silent on the idea of fencing around the pond perimeter because there was not consensus.
- PAC agreed to reserve a final recommendation on perimeter fence until funding for a future phase of the work became available.

Although each park has a separate CIP allocation and funds will be expended in each park as directed by that CIP, staff has selected one contractor for all of the work included in both CIPs. This allows the City to develop a unified approach to the improvements and gain an economy of scale that would be lost if the projects were designed and constructed separately.

Schedule

The McKinley Park Pond and the Land Park Boat Lake Pond renovation projects are expected to begin construction begin in July 2016 after nesting season ends (April to July), and to be constructed concurrently. Construction is expected to take approximately 3-5 months and be completed in the fall of 2016.

Attachment 3 McKinley Park Location Map



Attachment 4 Land Park Location Map




City of Sacramento
Department of Parks and Recreation
 William Land Regional Park



Requires Council Approval: No YES Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Formal Bid-Prof Service, Attachment: Original No., \$ Not to Exceed: \$0.00, Original Doc Number, Other Party: PACIFIC AQUASCAPE INTERNATIONAL, INC., Certified Copies of Document, Project Name: McKinley Pond & Land Park Ponds Renovation Design, Deed: None/Included/Separate, Project Number, Bid Transaction, LBE: NA

Department Information

Department: Parks and Recreation Division: PPDS
Project Mgr: GARY HYDEN Supervisor: Gary Hyden
Contract Services: Tim Hopper Date: 3-31-15
PM Phone Number: 808-1949 Org Number: 19001121
Comment: Design-Assist with an option for a Guaranteed Maximum Price Agreement

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table for City Attorney: Sheryl Patterson

Call Tim Hopper x8173 Notify for Pick Up

Table for Authorization: Chris Conlin, 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, Imaged, Received. Includes a large empty box for stamping.

**MCKINLEY PARK POND AND LAND PARK POND RENOVATION
DESIGN-ASSIST WITH AN OPTION FOR
A GUARANTEED MAXIMUM PRICE AGREEMENT**

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and PACIFIC AQUASCAPE INTERNATIONAL, INC., a UTAH corporation ("Contractor").

1. REPRESENTATIVES OF THE PARTIES

The City Representative or "Engineer" for this Agreement is:

***Dennis Day, Landscape Architect
Department of Parks and Recreation
Park Planning and Development Services
915 I Street, 3rd Floor
Sacramento, CA 95814
(916) 808-7633 / dday@cityofsacramento.org***

The Contractor Representative for this Agreement is:

***Cory M Severson, PE, President
Pacific Aquascape International, Inc.
17520 Newhope Street, Suite 120
Fountain Valley, CA 92708
(714) 481-7261 / cseverson@pacificalaquascape.com***

All questions pertaining to this Agreement shall be directed to the respective party Representative. Unless otherwise provided in this Agreement, all correspondences shall be addressed to the Representatives and addresses set forth in this section.

2. PROJECT AND SITE CONDITIONS

There are two park construction projects associated with this Agreement; McKinley Park Pond and Land Park Pond Renovation (Boat Lake) project (L19137700 and L19012900). The project consists of the renovation of two existing park ponds. The first pond that is approximately 1.05 acres is located at McKinley Park, and is labeled as "Lake" on the McKinley Park master plan. The second pond is approximately 1.45 acres and is located at Land Park and is labeled as "Boat Lake" on the Land Park master plan. . See Exhibit H, the Master Plan for McKinley Park and William Land Park.

3. CONTRACT DOCUMENTS

The following documents, which are incorporated in this Agreement by this reference as if set forth in full, together with this Agreement form the "Contract Documents" or "Contract" between the parties:

- (a) City Request for Proposals for Design-Assist Services issued November 4, 2014
- (b) Contractor's Professional Services Agreement dated March 16, 2015
- (c) The City of Sacramento's Standard Specifications (available online from City's website)
- (d) The Additional Specifications provided by City, if any
- (e) Contractor's Guaranteed Maximum Price ("GMP") if accepted by City
- (f) The Plans and Technical Specifications to be developed, as approved by City
- (g) Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.
- (h) The City of Sacramento Labor Compliance Manual
- (i) The Guarantee

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.

4. 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.

5. 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 in the Contract Documents or this Agreement.

6. SCOPE OF CONTRACT

Contractor agrees to complete all work called for in the Contract Documents, including procuring and furnishing all materials, equipment, services and labor necessary to complete the design assist services and, if the GMP is accepted by City, to construct the Project in a good and workmanlike manner (hereinafter the "Work") to the satisfaction of City. Contractor agrees to perform such Work in the manner designated in and in strict conformity with this Agreement and the Contract Documents.

7. CONTRACTOR'S LICENSE AND REGISTRATION

Contractor is properly licensed by the State of California to perform the Work called for by the Contract Documents and shall remain so during performance of the Work. Contractor will

employ only properly qualified and licensed design professionals and subcontractors to assist in performing the Work. Contractor and all of its subcontractors performing construction work to must be registered with the California Department of Industrial Relations prior to submittal of the GMP.

8. CONTRACT PRICE

The Work shall be divided into two phases 1) Pre-Construction Phase and 2) Construction Phase. The Pre-Construction Phase covers the services provided by Contractor based on the Contractor's Professional Services Agreement dated March 16, 2015.. The Construction Phase covers all remaining Work as outlined in this Agreement and the GMP. Contractor acknowledges that City is not obligated to accept the GMP and execute the "Construction Phase Amendment," as defined below.

9. COST OF WORK

The term "Cost of Work" shall mean all costs reasonably incurred by Contractor in the proper performance of the Work. Except as otherwise noted, the following are not included in the "Cost of Work":

- A. Cost for the City of Sacramento Building Department plan checks, permits and inspections. The additional Contractor or City costs for overtime charges, special inspections outside normal working hours, and any penalties, re-inspection fees or similar charges resulting from actions or inaction by Contractor shall be included in the Cost of Work;
- B. Cost of hazardous materials investigation and abatement of existing materials on the property. The Contractor's cost for investigation and abatement of any hazardous materials that were deposited on the property from the direct or indirect actions of the Contractor shall be included in the Cost of Work; and
- C. Cost of materials testing and inspection. The additional Contractor costs for retesting, overtime, or return visits by testing personnel shall be included in the Cost of Work. Contractor shall be responsible for all Acceptance Testing and documentation required under Title 24 of the California Code of Regulations, and the cost thereof shall be included in the Cost of Work.

10. WORK PRODUCT

A. Ownership of Work Product

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. Right to Information at Termination

Should this Agreement be terminated, City retains the right to complete or execute the Work with consultants, professionals, contractors, sub-contractors and others hired directly or indirectly by the Contractor to prepare the "Information". Contractor agrees to encourage and facilitate the completion of the Work, and not prohibit or discourage designers, professionals, contractors, sub-contractors and others hired directly or indirectly by the Contractor from entering into contracts to complete the Work.

C. Confidentiality of Owner 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 "Owner Information") that are valuable, special and unique assets of City. Contractor agrees to protect all Owner 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 Owner 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. A violation by Contractor of this Section 10 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

11. PRE-CONSTRUCTION PHASE; DESIGN-ASSIST SERVICES

The Pre-Construction Design Services ("Design-Assist Services") have been provided as under the Professional Services Agreement (City Contract No. 2015-0308) for McKinley Pond and Land Park Ponds Renovation Design dated March 15, 2015, which is incorporated in to this Agreement by reference.

12. THE GUARANTEED MAXIMUM PRICE PROPOSAL

A. Contractor is to prepare a "GMP Proposal" after the 100% complete construction plans has been prepared. The GMP Proposal is to include the following:

1. All Work required by the construction drawings, plans and specifications, and other Contract Documents;
2. Commissioning and testing requirements and responsibilities;
3. Calculations when necessary or required by City to validate compliance with the Contract;
4. A schedule of values, allowances and unit prices;
5. A list of assumptions made by Contractor in preparing the GMP;
6. The Subcontractor Participation Form attached as Exhibit I that lists the type of work, services or supplies to be provided by each firm and includes their contractor's license, DIR registration, price proposal and if they are a LBE;
7. A resource and value loaded critical path performance schedule developed using Microsoft, Primavera or similar software acceptable to the City;
8. Contractor's Hourly rates;

9. A list of alternates and their associated cost and time impact for completion of all the Work described in the Contract Documents if the entire Project cannot be completed within the approved Project Budget and/or Schedule;
 10. The ability to obtain Performance and Payment Bonds using the forms provided as Exhibit D in the amount of the GMP and required insurance necessary for completion of the Construction Phase as set forth in this Agreement; and
 11. A Contingency amount, available for Contractor's exclusive use subject to City's prior written approval, for costs that are excluded from the "Cost of Work" as set forth in Section 9, or to pay for a change order for unforeseen conditions or circumstances such as by way of example, and not as a limitation, (a) trade buy-out differentials, (b) approved overtime/acceleration, and (c) costs in correcting defective, damaged or nonconforming work and design errors or omissions not the fault of Contractor and its subcontractor. The Contingency is not available for changes in scope, except where scope changes are necessary to meet the requirements in the Contract Documents. Contingency funds remaining at the end of the Project shall be returned or credited to City.
- B. Contractor does not guarantee the exact cost of any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP.
- C. Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Contractor and City shall meet to discuss and review the GMP Proposal. If City has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Contractor of such comments or findings. Contractor shall, upon receipt of City's notice, make appropriate adjustments to the GMP Proposal.
- D. Failure to Accept the GMP Proposal. If City rejects the GMP Proposal, or fails to accept the GMP on or before 90 calendar days following City acknowledgement of receiving a complete GMP Proposal, unless Contractor agrees in writing to extend this time period, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, City and Contractor shall meet and confer as to how the Project will proceed, with the City having the following options:
1. City may approve modifications and/or supplemental services necessary to achieve an acceptable GMP; or
 2. City may terminate this Agreement.
- E. Savings. If the sum of actual Cost of Work is less than the GMP, as adjusted by duly approved change orders over the course of construction of the Project, the difference ("Savings") shall remain with the City and the "Contract Price" shall be reduced by the same amount upon issuance of the final payment to the Contractor.

13. CONSTRUCTION PHASE

The Construction Phase shall commence only upon City's written acceptance of the GMP, Contractor submits the Drug Free Workplace and Nondiscrimination in Employee Benefits forms provided in Exhibits F and G, Contractor submit the performance and payment bonds and insurance certificates and endorsements, and City's authorization of the Construction Phase of the Project through the Construction Phase Amendment of this Agreement. City shall have no obligations whatsoever regarding the Construction Phase of the Contract unless and until the Construction Phase Amendment is approved and executed by the City. Contractor agrees to

perform all Work required under the Construction Phase Amendment by submission of the GMP Proposal.

14. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the Work, in accordance with the schedule and procedures set forth in the Contract Documents, subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the maximum payment specified in this Agreement for the Design-Assist Services and the amount set forth in the Construction Phase Amendment, as modified by any change order(s). In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, for items of the Work for which a unit price is specified in Contractor's Proposal (Pre-Construction Phase) or GMP (Construction Phase), 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 Contractor's Proposal or the GMP, unless authorized by change order.

15. PROGRESS PAYMENTS AND FINAL PAYMENT

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

- A. On the first of the month during the Pre-Construction Phase, the Contractor shall present to City an itemized invoice showing the Design-Assist services rendered and reimbursable expenses through the twentieth (20) calendar day of the preceding month. City shall inspect the invoice and, if approved, City shall process the invoice for payment. Compensation for services and reimbursable expenses during the Pre-Construction Phase are not subject to retention.
- B. On the first of the month during the Construction Phase, the Contractor shall present to the City a pay request and associated schedule of values showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. City shall inspect the pay request and associated schedule of values. Pay requests shall be accompanied by certified payroll and wage payment information in accordance with the City of Sacramento's Labor Compliance Program requirements. Such information shall be submitted electronically as required by City. If pay request, schedule of values, and Labor Compliance documents are approved, City shall issue payment for ninety five percent (95%) of the amount it shall find to be due.
- C. No inaccuracy or error in the pay requests 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.
- D. Contractor shall not be paid for any defective or improper Work.
- E. The remaining five (5) percent of the value of the Work performed during the Construction Phase, if unencumbered and subject to any deductions or withholdings authorized or required under the Agreement or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City that is evidenced by the recording of the notice of completion,

provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. 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.

- F. 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 approves an invoice or pay request 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.

16. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Agreement 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 Agreement, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

17. COMMENCEMENT AND PROSECUTION OF CONSTRUCTION PHASE

The Notice to Proceed must be issued between May 1 thru June 15, 2016. Contractor shall commence the Construction Phase 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 Construction Phase 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 following execution of the Construction Phase Amendment by the City and the filing by Contractor of the required Payment and Performance 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 Construction Phase 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 the Contract Documents.

18. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before ONE HUNDRED AND TWENTY (120) working days from the date of the Construction Phase 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 Work.

19. 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.

20. 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 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.

21. RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

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 Agreement.

22. NO WAIVER OF REMEDIES

Neither the inspection by City and 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 and 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, City shall have any and all equitable and legal remedies that it would in any case have.

23. 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 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. 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 23, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

24. 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 and the public 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 and the public would suffer in the event of such delay include: loss of the use of the park; 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 Agreement 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 one thousand dollars (\$1,000) 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.
- C. 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 City of Sacramento's 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.

25. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Agreement, 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-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

26. 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.

27. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify City and 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 the sole negligence or willful misconduct of, or defects in design furnished by, City and/or its officers, employees, agents or independent contractors who are directly responsible to 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 27, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 27 shall survive any expiration or termination of the Agreement.

28. BONDING

In accordance with Section 3-4 of the City of Sacramento's Standard Specifications, and as a precondition to the City's approval of the Construction Phase Amendment, Contractor shall provide Performance and Payment Bonds to the City, each for a sum equal to one hundred percent (100%) of the GMP, using the forms attached as Exhibit D.

29. INSURANCE

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

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

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

A. Minimum Scope and Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.
- (4) Builders Risk Property Insurance. If the GMP Proposal is accepted, Contractor shall maintain Builder's Risk property insurance coverage in the amount of replacement value of the Work. Such property insurance shall be maintained by Contractor until final payment has been made under this Agreement. This insurance shall include the interests of the City, Contractor, and their respective contractors and subcontractors as their interest may appear.

This property insurance shall be on an "all-risk" or equivalent policy form and shall include without limitation, insurance against the perils of fire, earthquake, and physical loss or damage including theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. Contractor shall fund the deductible which shall not exceed \$250,000.

Contractor shall provide the City with a certificate of insurance and loss payee endorsement showing proof of coverage prior to commencement of construction activities.

B. Additional Insured Coverage

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

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

- (2) Automobile Liability Insurance: City and its officials, employees, agents and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.
- (3) Professional Liability Insurance for Design Professionals. Design Professionals retained by Contractor, if any, shall be required to carry professional liability insurance on a claim's made basis for errors, omissions or malpractice with limits of not less than one million dollars (\$1,000,000 dollars) at all times during the performance of such services and for a minimum period of three (3) years after the City issues a notice of completion. Contractor shall furnish City with certificates of insurance evidencing such coverage at the time such professionals are retained.

C. Other Insurance Provisions

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

- (1) Contractor's insurance coverage shall be primary insurance as respects City and its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City or its officials, employees, agents and 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 and its officials, employees, and agents and volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 29 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. Copies of policies shall be delivered to City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) City may withdraw its offer of contract or cancel the Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. City may withhold payments to Contractor and/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 subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

30. 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 Agreement in full force and effect, Contractor shall immediately suspend all Work under the Agreement and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, 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 therefore 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 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 Agreement will be sufficient cause for termination of the Agreement by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless City and its officers, employees, agents and volunteers 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 Agreement under the provisions of this Section 30.

31. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor (ii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspections; and (iii) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other contractors employed by City working at the Project site 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 this Agreement.

32. 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; and/or (ii) 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. The 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.

33. EXTENSION OF TIME

If the Contractor complies with Section 32, 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 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.

34. 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 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.

35. 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.

36. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or Work required under the Agreement (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 this Agreement), City may terminate the Agreement at any time after the Completion Date by providing a written notice to Contractor specifying the date of termination. Such notice may instead specify conditions or requirements that Contractor must meet by a specific date to avoid termination of the Agreement. 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 Agreement or any Laws or Regulations, if City terminates the Agreement pursuant to this Section 36, 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 Agreement that are not completed to the satisfaction of 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 City's direct and indirect costs incurred to complete or correct such services or Work, including 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).

37. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, City may at any time, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement 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 23 of this Agreement shall apply even if the Agreement is terminated prior to completion of the Work, 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. 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 in accordance with the provisions of Section 36, above.

38. TERMINATION FOR BREACH OF AGREEMENT

If (i) the Contractor abandons the Work, (ii) this Agreement or any portion of the Work is sublet or assigned by Contractor without the consent of City, (iii) the Engineer determines, in the Engineer's sole discretion, that the rate of progress of the Work is not being reasonably fulfilled or any part thereof is unnecessarily delayed, (iv) the Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Agreement, (v) the Contractor refuses or fails to supply enough properly skilled labor or materials, (vi) the Contractor refuses or fails to make prompt payment to subcontractors for material or labor, or (vii) the Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer; then, notwithstanding any provision to the contrary herein, City may give Contractor and its Surety(ies) written notification to immediately correct the situation or the Agreement shall be terminated for breach.

In the event such notice is given and the 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 City in the notice; the Agreement 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 Surety(ies) shall be liable to City for any cost incurred by City as set forth in this Agreement.

In the event City has to complete the Work, the Contractor is not entitled to any payment after issuance of the notice of termination 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 Surety(ies) 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 its Surety(ies) 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 Agreement, 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 Agreement 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 38 upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Agreement. The rights of City to terminate this Agreement pursuant to this Section 38 and pursuant to Sections 36, 37 and 39 are cumulative and are in addition to all other rights of City pursuant to the Agreement and at law or in equity.

39. 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 City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice as provided in Section 38, above.

40. SURETIES' OBLIGATIONS UPON TERMINATION

If City terminates the Agreement pursuant to Sections 36, 38 or 39, above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under this Agreement as if the Surety were a party to this Agreement including, without limitation, Contractor's obligations as provided in the Contract Documents to complete the Work and provide a one-year warranty for 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 and materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

41. 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), herein 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 Contract, 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 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 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, 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; and
 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 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.

42. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Agreement and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Agreement 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 City upon reasonable written notice.

43. USE TAX REQUIREMENTS

During the performance of this Agreement, Contractor agrees that for all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Work 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.

44. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties to this Agreement.

45. ENTIRE CONTRACT

The Contract Documents and the Exhibits attached hereto form the entire Agreement between the City and Contractor and by incorporation herein are as fully binding on the parties. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

46. 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.

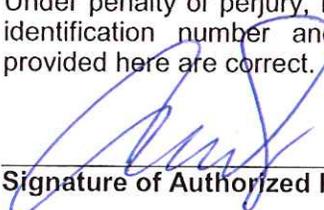
47. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

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

CONTRACTOR

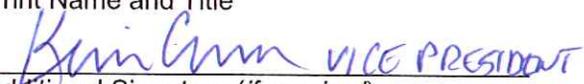
Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.



Signature of Authorized Person

Cory M. Severson, PRESIDENT

Print Name and Title



Additional Signature (if required)

KEVIN CUMAN

Print Name and Title

93-1213683

Federal ID#

411-3803-3

State ID#

1000523

City of Sacramento Business Operation Tax Certificate No.

Type of Business Entity (check one):

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

CITY OF SACRAMENTO,
a municipal corporation

By: _____
Christopher C. Conlin
Director, Department of Parks and Recreation
For John F. Shirey, City Manager

APPROVED TO AS FORM:

Senior Deputy City Attorney

ATTEST:

Assistant City Clerk

Exhibit A: Special Provisions
Exhibit B: Intentionally Omitted.
Exhibit C: Local Business Enterprise (LBE) Program Requirements
Exhibit D: Performance and Payment Bond Forms
Exhibit E: Guaranty Form
Exhibit F: Drug Free Workplace and Policy
Exhibit G: Nondiscrimination in Employee Benefits by City Contractors
Exhibit H: Park Master Plans
Exhibit I: Subcontractor and LBE Participation Form

EXHIBIT A

SPECIAL PROVISIONS

1. Public Information Releases

Contractor, and all associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of City. This limitation shall not prohibit the Contractor from referencing this Project in proposals developed by the Contractor to secure other contracts provided that City is contacted in advance and approves such use and reference. Upon request by City, Contractor shall provide information necessary for the public information releases by the City.

2. Supporting Information Services

Contractor agrees to work with City and develop, prepare and provide information requested by regulatory agencies for reviews, environment assessments, and similar activities necessary to obtain required consensus, reviews, permits and approvals for the Project, the Work, and related activities.

3. Separate City Consultants

City may secure the services of multiple separate consultants throughout the duration of the Project and this Agreement. Contractor shall meet, coordinate, provide supporting information, and generally support the work efforts of these consultants in a timely and expeditious manner at no additional cost to the Project.

4. Incentives, Rebates and Tax Benefits

Contractor shall be responsible for reviewing the Project scope and objectives with City staff and investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the Project. Contractor shall evaluate the operational and lifecycle impacts of materials and equipment with City staff. Contractor shall prepare all documentation, calculations and supporting paperwork required to file for any incentives and/or rebates.

Rebates and incentives available to the owner or occupant shall remain the property of the City of Sacramento. However, incentives and tax benefits available exclusively to the Contractor shall remain the property of the Contractor in addition to compensation set forth in this Agreement. The Contractor is responsible for all documentation, testing, certification and similar actions necessary to document qualifications for incentives and/or tax benefits for Contractor. City assumes no responsibility for loss of incentives or tax benefits to the Contractor due to actions by City.

5. Energy Efficient Design Requirements

Contractor is encouraged to develop energy efficient design options and alternatives for the design of the site and systems and maximize energy efficiency throughout the Project by addressing site design, systems and similar criteria.

6. Building Maintenance, Operations, Servicing

Contractor shall meet with City representatives to determine how systems will be facilitated for servicing and maintenance and provide and document all Operations and Maintenance manuals. Contractor shall coordinate and conduct all systems start-up activities and training for City staff. Training shall include use and application of all systems, supporting documentation, worksheets, maintenance and effective use of operations and maintenance manuals.

7. As-Built Documents

Contractor shall maintain a set of "as-built" drawings on site and updated on a weekly basis, and available for the City to review. Contractor shall incorporate all construction changes in the final digital version of the drawings and specifications and provide the "As-Built" Computer-aided design "CAD" drawings to City at the completion of the Work with all operations and maintenance manuals. The "As-Built" drawings shall be in AutoCAD format on electronic media as well as TIFF images of each drawing and specifications shall be provided in Microsoft Word format as well as Adobe Acrobat format.

8. Information Format

Contractor shall provide all information developed for the Project in an electronic format for City's use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing City software and resources.

9. Code / Regulatory Interpretation or Conflict

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes the Contractor shall follow the most stringent requirement.

1. Title 24 Access Conflicts with ADA

Where a conflict or apparent conflict occurs between Title 24 access requirements and requirements set forth under the Americans with Disabilities Act, both requirements shall be met and the Contractor shall follow the most stringent requirement.

11. Review and Coordination

Contractor's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative may be replaced if requested by City.

Contractor shall organize and conduct reviews of design, details and assumptions with the City as needed for efficient execution of the Work, and to insure the City staff are involved in the development of the Project design. On or about the time of the scheduled submissions, Contractor shall establish a preliminary list of meetings necessary for the efficient execution of the Work. The meetings, document preparation, and submittal deadlines shall be incorporated into the Project schedule.

Minutes of all meetings shall be prepared and maintained by Contractor and provided to all attendees for review within five (5) calendar days of the meeting.

City's review and approval of interim submissions are for the sole purpose of establishing a set of Contract Documents compatible with the requirements of the Work. Neither City's review nor approval of any interim submissions of Construction Documents shall release the Contractor from compliance with all requirements in the Contract Documents unless specific item(s) are identified for modification, addition or removal and approved in writing by both the City and Contractor.

12. Monthly Status Report

Contractor shall provide City with a monthly construction status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, or (iv) other items require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price by the Completion Date.

EXHIBIT B

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EXHIBIT C

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. LBE Five Percent (5%) Participation

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

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

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

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

- C. 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.
- D. 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.
- E. 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.
- F. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section E, 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.

**Exhibit D:
Performance and Payment Bond Forms**

PERFORMANCE BOND

Bond No.: _____

Premium: _____

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally awarded to:

as principal, hereinafter called Contractor, a contract for construction of:

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)*:

_____ 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 of Sacramento (City), as obligee, in the sum of:

_____, 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 City and 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 _____, 20__.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____
Agent Name and Address _____
Agent Phone # _____
Surety Phone # _____
California License # _____

PAYMENT BOND

Bond No.: _____

Premium: _____

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally awarded to:

hereinafter called Contractor, a contract for construction of:

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*):

_____, 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 _____, 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 _____, 20_____.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By: _____
Title: _____
Agent name and Address: _____
Agent Phone #: _____
Surety Phone #: _____
California License # _____

Exhibit E Guarantee Form

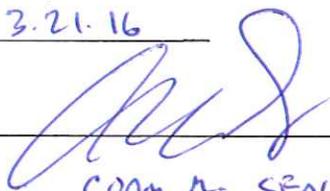
GUARANTEE

We hereby guarantee to the City of Sacramento (City) the ^{*} (SEE BELOW) Park Improvements for one (1) year from final acceptance of the Work. 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 final acceptance without any expense whatsoever to 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) business days after being notified in writing, we collectively or separately, do hereby authorize 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, therefor immediately upon demand.

Dated: 3.21.16

Signed: _____



CORY M. SENTERBISON

Printed Name

PRESIDENT

Title

PACIFIC AQUASCAPES INTERNATIONAL, INC

Company

17520 NEW HORIZ STREET, SUITE 120

Address

FOUNTAIN VALLEY, CA 92708

*

MCKINLEY PARK POND - PROJECT L1913700

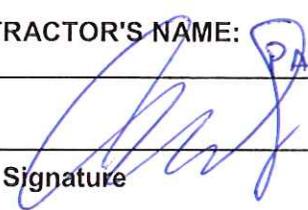
LAND PARK POND (BOAT LAKE) - PROJECT L19012900

* 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; 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: PACIFIC AQUASCAP INTERNATIONAL, INC

By: 
Signature

Title: CONY M. SERRANO, PRESIDENT

Date: 3-21-16

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.

Exhibit G

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (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. 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 provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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 contracts 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 of 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**

PACIFIC AQUASCAPE INTERNATIONAL, INC
Name of Contractor

17520 NEWHOPPE STREET, FOUNTAIN VALLEY, CA 92708
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 ("Agreement").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Agreement is less than \$100,000.00 as a condition of receiving this Agreement, I agree to notify the City in writing if the aggregate value of the City Agreement referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

5. 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 City Representative, 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 Agreement 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 Agreement 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 Agreement 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 Agreement is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5(a) through 4(i), above, will subject me 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 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.

7. 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.
8. 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 City Representative in writing with sufficient justification for resolution, prior to award of the Agreement.

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 EBO 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 City's Equal Benefits 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

Date

3-21-16

Print Name

Title

COM M. SEIBERSON

PRESIDENT

PACIFIC AQUASCAPE INTERNATIONAL



**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 ...

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o 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 . . .

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

City of Sacramento
Contract Services
Unit 915 I St, 2nd
- 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

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 . . .

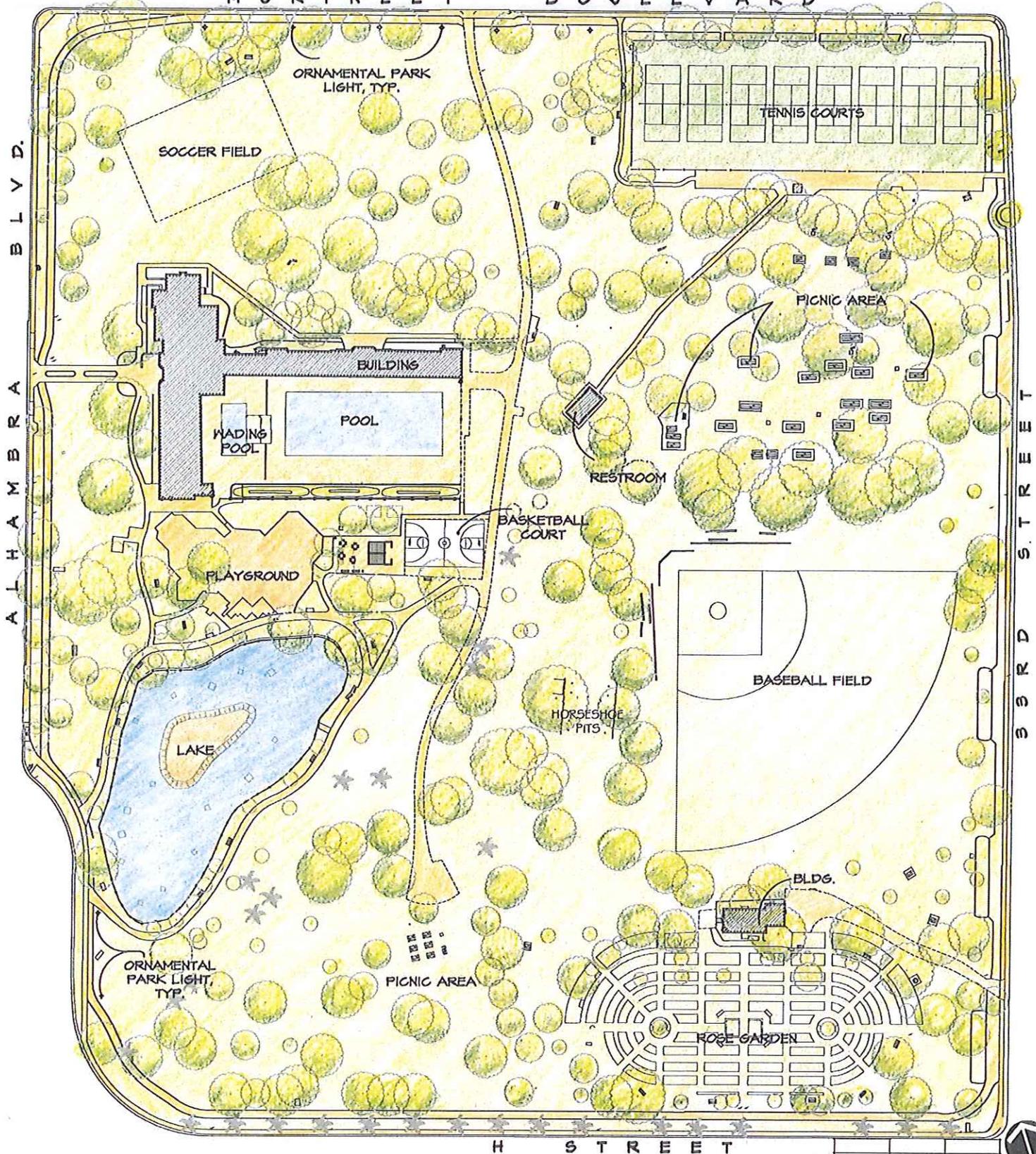
You May Also . . .

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

EXHIBIT H
Park Master Plan

Master Plan for
McKinley Park 31.9 acres
 City of Sacramento

MCKINLEY BOULEVARD

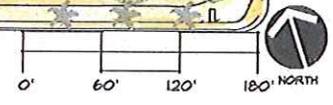


ALHAMBRA
 B L V D .

S E R D S T R E E T

H S T R E E T

R2004-071 Feb. 3, 2004



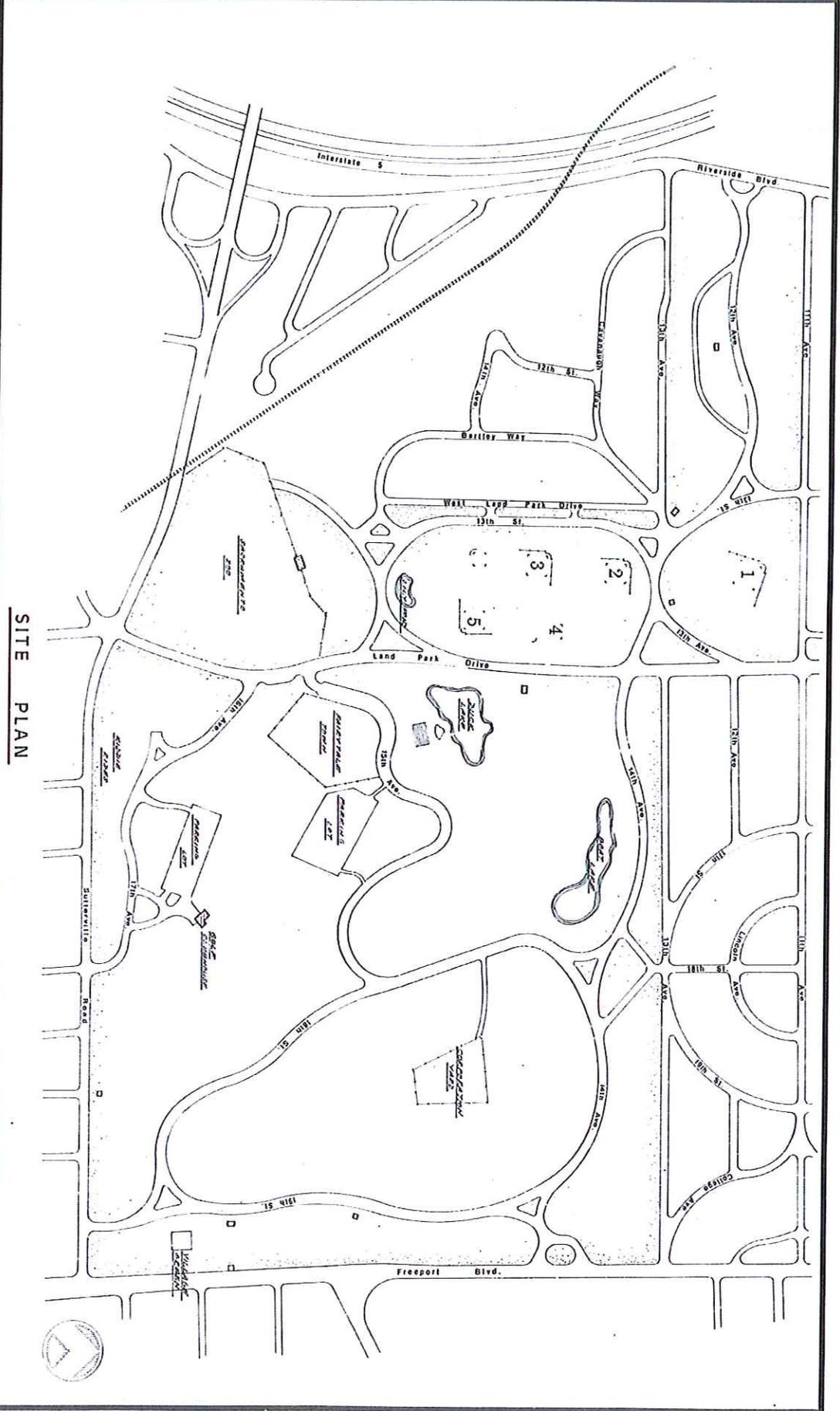
REVISIONS	NO.	DESCRIPTION	DATE BY

DRAWN BY C. J. ...
 DESIGNED BY
 LANDSCAPE ARCHITECT
 DATE March 1978
 FIELD BOOK
 SCALE **1"=200'**



CITY OF SACRAMENTO
DEPARTMENT OF RECREATION AND PARKS
LAND PARK

SHEET
 SHEETS





LAKE DATA

LAKE NAME	BOAT POND
VOLUME	123,300 GALLONS
SHORELINE AREA	115,500 SQ. FEET
LENGTH OF SHORELINE	1,400 FT.
TOP OF SHORELINE ELEVATION	43.00' APPROX.
LAKE BOTTOM ELEVATION	43.00' APPROX.
NORMAL WATER SURFACE ELEVATION	44.00' APPROX.

PROJECT ENGINEER
 DESIGN BY
 DATE: AUGUST 2014
 SCALE: AS SHOWN
 REVISIONS

**SACRAMENTO PARK
 PONDS RENOVATIONS**
 PROPOSED BOAT POND AND PIPING PLAN VIEW



CITY OF SACRAMENTO
 DEPT. OF PARKS & RECREATION
 PARK PLANNING & DEVELOPMENT SERVICES
 LANDSCAPE ARCHITECTURE SECTION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

SHEET NO.
WFO7
 OF

Exhibit I

Subcontractor and Local Business Enterprise Participation Form For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontractor 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	
Prime Contractor Address	
(REQUIRED) Prime Contractor DIR Registration #	

Date	
Bid Amount	\$
Is Prime LBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name	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		<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name	Subcontractor DIR Registration # (subject to verification)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Work, Services, or Supplies to be provided to complete contract	\$
License Number				
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name	Subcontractor DIR Registration # (subject to verification)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Work, Services, or Supplies to be provided to complete contract	\$
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
------------------	--------------	-------------

*Form Revised
3/9/15*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2015

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 Arthur J. Gallagher & Co. Insurance Brokers of CA. 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Arthur J. Gallagher & Co.	
	PHONE (A/C, No., Ext): 949-349-9800	FAX (A/C, No.): 949-349-9962
E-MAIL ADDRESS: occertificaterequest@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkshire Hathaway Homestate Insura		20044
INSURER B: Indian Harbor Insurance Company		36940
INSURER C: Atlantic Specialty Insurance Compan		27154
INSURER D:		
INSURER E:		
INSURER F:		

INSURED PACIAQU-02
 Pacific Aquascape International, Inc.
 17520 Newhope St.
 Fountain Valley, CA 92708

COVERAGES CERTIFICATE NUMBER: 245332480 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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ESG300034601	4/30/2015	4/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	Y		7100322160003	4/30/2015	4/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PAWC601784	3/2/2015	3/2/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Certificate holder is included as additional insured/primary non-contributory on the general liability, per the attached forms CG20100413 and SLC0170912. *General Liability Per Project Aggregate: Capped at \$5,000,000 General Aggregate Limit.* Certificate holder is included as additional insured with respects to the auto liability policy, per the attached form VCA2010109. Waiver of subrogation applies to the certificate holder on the workers compensation policy, per the attached form WC990410B914 (State of CA), WC000313484 (State of AZ & NV), WC000313PA709 (State of PA).

RE: RFQ Job#: Q15190021001 / Mckinley Pond Land Park Ponds Design.

Certificate Holder(s) Continued: City Of Sacramento, its officials, employees and volunteers.

CERTIFICATE HOLDER **CANCELLATION**

City Of Sacramento, Deptment of Parks and Recreation Attn: Supervising Landscape Architect 3rd Floor City Hall, 915 I Street Sacramento CA 95814	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., April 30, 2015 forms a part of Policy No. ESG300034601 issued to PACIFIC AQUASCAPE, INC by Indian Harbor Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NON-CONTRIBUTORY WORDING SCHEDULED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Contract(s)	Name of Additional Insured(s)
	AS REQUIRED BY WRITTEN CONTRACT

1. Solely to the extent required by the written contract(s) listed in the Schedule above which the Named Insured enters into prior to an "occurrence" or offense for which the additional insured seeks coverage under this policy:
 - a. This policy shall apply as primary insurance in relation to any other policy issued to that additional insured.
 - b. Any insurance or self insurance maintained by the additional Insured shall be excess of the insurance afforded to the additional insured by this policy and shall not contribute to it.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is modified to the extent it is inconsistent with this endorsement.
2. The limits of insurance afforded to the additional insured shall be the minimum amount required by the written contract or the limits of insurance stated in this policy, whichever is less. In no event shall this Endorsement be construed as increasing the limits of insurance set forth in the Declarations page or altering the rules which fix the most we will pay set forth in **SECTION III – LIMITS OF INSURANCE.**
3. Notwithstanding any other provision of this policy or any endorsement attached thereto, no coverage shall be afforded under this policy for any loss, cost or expense arising out of the sole negligence of any additional Insured or any person or organization acting on behalf of any additional insured.

All other terms and conditions of this policy remain unchanged.

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May not be copied without permission.
MBOR 05/05/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" by endorsement or in the Declarations; or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights of Recovery Against Others To Us condition under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under SECTION V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
2. Two-way mobile radio or telephone;
3. Scanning monitor receiver; or
4. GPS Navigation System,
including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the Insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

d. The following definition is added to the DEFINITIONS section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

e. The Other Insurance Condition, under Section IV – BUSINESS AUTO CONDITIONS, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under SECTION II – LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. – Deductible – of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under SECTION II – LIABILITY COVERAGE and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this policy for any "auto" you own, then SECTION III – PHYSICAL DAMAGE COVERAGE is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. Limit of Insurance – of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under SECTION II – LIABILITY COVERAGE, the Coverage Extension for Supplementary Payments is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision 18. does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under SECTION III – PHYSICAL DAMAGE Coverage Extensions, the limit for Transportation Expenses is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA
BLANKET BASIS**

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.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description **Waiver Premium**
All CA Operations

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 03/02/2015 Policy No. PAWC601784 Endorsement No.
Insured PACIFIC AQUASCAPE, PERC, PACE Premium \$
Insurance Company Berkshire Hathaway Homestate Ins Co

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AZ Operations	023.00

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: 03/02/2015 Policy No.: PAWC601784 Endorsement No.:

Insured: PACIFIC AQUASCAPE, PERC, PACE Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All NV Operations	0.00

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: 03/02/2015

Policy No.: PAWC601784

Endorsement No.:

Insured: PACIFIC AQUASCAPE, PERC, PACE

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All PA Operations	5.00

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: 03/02/2015

Policy No.: PAWC601784

Endorsement No.:

Insured: PACIFIC AQUASCAPE, PERC, PACE

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13 PA

Countersigned by _____

(Ed. 7-09)

SUPPLEMENTAL AGREEMENT- CITY MANAGER APPROVAL

Project Title and Job Number: McKinley Park Pond & Land Park Pond Renovation GMP
Purchase Order #:

Date: 3-31-16
Supplemental Agreement No.: 1

The City of Sacramento ("City") and Pacific Aquascape International, Inc., 17520 Newhope Street, Suite 120, Fountain Valley, CA 92708 ("Contractor"), as parties to that certain Design Assist Contract designated as Agreement Number _____, including any and all prior supplemental agreements modifying said agreement (said 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:
 See Attachment 1 to Exhibit A for Guaranteed Maximum Price (GMP) scope of work.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is referenced in Exhibit A of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$971,537.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	\$0.00
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$0.00
Increase by this supplemental agreement:	<u>\$971,537.00</u>
New not-to exceed amount including all supplemental agreements:	\$971,537.00

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 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:

Approved As To Form By:

 Project Manager Date

 Senior Deputy City Attorney

Approved By:

Attested To By:

 Contractor Name/Title Date

 City Clerk

Approved By:

 John F. Shirey, City Manager

There are two park construction projects associated with this Agreement; McKinley Park Pond and Land Park Pond Renovation (Boat Lake) project (L19137700 and L19012900). The project consists of the renovation of two existing park ponds. The first pond that is approximately 1.05 acres is located at McKinley Park, and is labeled as "Lake" on the McKinley Park master plan. The second pond is approximately 1.45 acres and is located at Land Park and is labeled as "Boat Lake" on the Land Park master plan.

The project consists of the renovation of two existing park ponds, the first pond approx. 1.05 acre and is located at McKinley Park, which is labeled as "Lake" on the McKinley Park master plan, and the second pond is approx. 1.45 acres located at Land Park on 14th Avenue, and is labeled on the Land Park master plan as "Boat Lake". Renovations include temporary fencing, site mobilization, erosion control measures project staking, draining the ponds, wildlife relocation as necessary, chemical and bacteria treatment as necessary, removing existing sludge, excavation and haul off of excess soil to deepening the ponds, demolish of the existing pond wall and planters, new concrete shoreline edge, installation of Reinforced Polyethylene geomembrane liner with 12" of cover over liner, aeration system and equipment, electrical, adding automatic fill valve to each pond, and sidewalk and curb repairs, landscape and irrigation repairs damaged by construction access.



**LAND PARK LAKE
RENOVATION BOAT LAKE ONLY**
Guaranteed Maximum Price (GMP)
PREFERRED SCOPE OF WORK

March 7, 2016

Description	Unit	Quant	Unit Cost	Total
General Conditions				
1 Submittals	EA	1	\$ 750.00	\$ 750
2 Builders Risk Insurance	EA	1	\$ 1,813.00	\$ 1,813
3 Equipment Mobilization	EA	1	\$ 3,000.00	\$ 3,000
4 Construction Staking	EA	1	\$ 2,040.00	\$ 2,040
5 Concrete Testing	EA	4	\$ 462.00	\$ 1,848
6 Soils Testing	EA	12	\$ 514.00	\$ 6,168
7 Construction Water	EA	1	\$ 900.00	\$ 900
8 Project Closeout	EA	1	\$ 1,200.00	\$ 1,200
9 Digital As-Builts	EA	1	\$ 400.00	\$ 400
			Sub-total	\$ 18,119
Construction Activities				
10 Temporary water set up/removal	EA	1	\$ 800.00	\$ 800
11 Temporary Construction Fence	LF	1,800	\$ 5.00	\$ 9,000
12 Access track out area and Construction road	EA	1	\$ 4,930.00	\$ 4,930
13 SWPPP Erosion Protection	LF	1,800	\$ 1.60	\$ 2,880
14 Drain Lake - Pump Equipment	EA	1	\$ 2,350.00	\$ 2,350
15 Drain lake- Operate/maintain lake pumping	Day	4	\$ 1,415.00	\$ 5,660
16 Water Disposal (1000 Gal)	Gal	1,180	\$ 2.30	\$ 2,714
17 Relocate wildlife	EA	1	\$ 3,300.00	\$ 3,300
18 Lake Maintenance during Construction	Mo	2	\$ 860.00	\$ 1,720
19 Demolish existing lake wall	LF	1,400	\$ 13.25	\$ 18,550
20 Haul Off Debris	Load	16	\$ 420.00	\$ 6,720
21 Excavate and load Sludge/lake Debris	CY	1,170	\$ 5.60	\$ 6,552
22 Haul Off/Dispose of Sludge	Load	117	\$ 442.00	\$ 51,714
23 Excavate Lake Depth	CY	8,000	\$ 5.85	\$ 46,800
24 Haul Off Soil Materials	CY	5,590	\$ 20.11	\$ 112,392
25 Line Lake	SF	63,100	\$ 1.01	\$ 63,731
26 Earth Cover	SF	63,100	\$ 0.16	\$ 10,096
27 Pipe Boots/Seal	EA	4	\$ 660.00	\$ 2,640
28 Sweeper	EA	11	\$ 346.00	\$ 3,806
29 Excavate Shoreline	LF	1,660	\$ 4.70	\$ 7,802
30 New Eroded Concrete Shoreline	LF	1,660	\$ 50.25	\$ 83,415
31 Lake Aeration	EA	1	\$ 16,300.00	\$ 16,300
32 Mechanical Float Automated Fill	EA	1	\$ 3,230.00	\$ 3,230
33 Electrical	EA	1	\$ 1,415.00	\$ 1,415
34 Sidewalk Repairs	SF	300	\$ 6.23	\$ 1,869
35 Irrigation Repairs	EA	1	\$ 1,000.00	\$ 1,000
36 Sod/Landscape Repairs	SF	2,000	\$ 0.75	\$ 1,500
37 Demobilize/Remove Track out	EA	1	\$ 3,471.00	\$ 3,471
			Sub-total	\$ 476,357
			Total	\$ 494,476
		Permit	0.7595%	\$ 3,755
		Bond	2.0153%	\$ 10,041
			Sub-total	\$ 508,272
		Contingency	5.00%	\$ 25,414
GUARANTEED MAXIMUM COST (GMP)				\$ 533,685



MCKINLEY PARK LAKE RENOVATION

March 7, 2016

Guaranteed Maximum Price (GMP) PREFERRED SCOPE OF WORK

	Description	Unit	Quant	Unit Cost	Total
General Conditions					
1	Submittals	EA	1	\$ 750.00	\$ 750
2	Builders Risk Insurance	EA	1	\$ 1,813.00	\$ 1,813
3	Equipment Mobilization	EA	1	\$ 3,000.00	\$ 3,000
4	Construction Staking	EA	1	\$ 2,040.00	\$ 2,040
5	Concrete Testing	EA	4	\$ 462.00	\$ 1,848
6	Soils Testing	EA	6	\$ 514.00	\$ 3,084
7	Construction Water	EA	1	\$ 900.00	\$ 900
8	Project Closeout	EA	1	\$ 1,200.00	\$ 1,200
9	Digital As-Builts	EA	1	\$ 400.00	\$ 400
				Sub-total	\$ 15,035
Construction Activities					
10	Temporary water set up/removal	EA	1	\$ 800.00	\$ 800
11	Temporary Construction Fence	LF	1,340	\$ 5.10	\$ 6,834
12	Access track out area and Construction road	EA	1	\$ 4,860.00	\$ 4,860
13	SWPPP Erosion Protection	LF	1,340	\$ 1.70	\$ 2,278
14	Drain Lake - Pump Equipment	EA	1	\$ 1,790.00	\$ 1,790
15	Drain lake- Operate/maintain lake pumping	Day	3	\$ 1,415.00	\$ 4,245
16	Water Disposal (1000 Gal)	Gal	850	\$ 2.30	\$ 1,955
17	Relocate wildlife	EA	1	\$ 3,450.00	\$ 3,450
18	Lake Maintenance during Construction	Mo	2	\$ 860.00	\$ 1,720
19	Demolish existing lake wall	LF	900	\$ 14.90	\$ 13,410
20	Haul Off Debris	Load	10	\$ 415.00	\$ 4,150
21	Excavate and load Sludge/lake Debris	CY	2,040	\$ 5.90	\$ 12,036
22	Haul Off/Dispose of Sludge	Load	204	\$ 442.00	\$ 90,168
23	Excavate Lake Depth	CY	3,400	\$ 6.40	\$ 21,760
24	Haul Off Soil Materials	CY	1,870	\$ 20.07	\$ 37,531
25	Line Lake	SF	43,400	\$ 1.05	\$ 45,570
26	Earth Cover	SF	43,400	\$ 0.18	\$ 7,812
27	Pipe Boots/Seal	EA	4	\$ 592.00	\$ 2,368
28	Sweeper	EA	5	\$ 346.00	\$ 1,730
29	Excavate Shoreline	LF	1,200	\$ 4.85	\$ 5,820
30	New Eroded Concrete Shoreline	LF	1,005	\$ 52.10	\$ 52,361
31	Planter Shelf	SF	2,400	\$ 12.41	\$ 29,784
32	Lake Aeration	EA	1	\$ 11,280.00	\$ 11,280
33	Mechanical Float Automated Fill	EA	1	\$ 3,230.00	\$ 3,230
34	Electrical	EA	1	\$ 1,415.00	\$ 1,415
35	Sidewalk Repairs	SF	300	\$ 6.23	\$ 1,869
36	Irrigation Repairs	EA	1	\$ 1,000.00	\$ 1,000
37	Sod/Landscape Repairs	SF	2,000	\$ 0.75	\$ 1,500
38	Aquatic Plants	EA	2,400	\$ 6.00	\$ 14,400
39	Demobilize/Remove Track out	EA	1	\$ 3,452.00	\$ 3,452
				Sub-total	\$ 390,577
				Total	\$ 405,612
			Permit	0.7771%	\$ 3,152
			Bond	2.0153%	\$ 8,238
				Sub-total	\$ 417,002
			Contingency	5.00%	\$ 20,850
				GUARANTEED MAXIMUM COST (GMP)	\$ 437,852



March 7, 2016

Mr. Dennis Day
Landscape Architect
City of Sacramento
Department of Parks and Recreation
915 I Street, 3rd Floor
Sacramento, CA 95814

Project: McKinley and Land Parks Lake Renovation Projects

Work Item: **GUARANTEED MAXIMUM PRICE (GMP)**
RENOVATION SCOPE OF WORK

In accordance with the Design Assist Contract, Pacific Aquascape International, Inc. is pleased to provide you with the Guaranteed Maximum Price (GMP) and Renovation Scope of Work for the McKinley Park Pond and Land Park Pond (Boat Lake). The scope of work selected by the City was Option 2 "Preferred Recommended Scope of Work" based on the August 25, 2015 Draft Proposed Renovation and the September 10, 2015 Pond Committee presentation.

The estimated costs have increased from the August 25, 2015 budget estimate for the following primary reasons;

1. The lake survey confirmed the existing lake depths and the sludge thickness.
2. For the August estimate we had assumed a lake depth of 3 to 4 feet deep and actual depth is closer to 2-3 feet. This increases the excavation volume and haul off of soils.
3. For the August estimate we had assumed sludge thickness of 1 foot. Actual thickness varies but is approximately 1.5 feet at McKinley Park and 0.5 feet at Land Park Boat Lake. This increased the McKinley excavated quantity and haul off of material.
4. Earth cover material over the liner was an added scope item for urban fishing lakes and not include on August estimate.
5. The island shoreline was inadvertently left off the August estimate and the result is added shoreline length and cost.
6. Automated fill valves were added to each lake to maintain lake at normal water surface elevation.
7. Permit costs were not previously identified on August Estimate.

GMP CONTRACT SUMMARY

McKinley Park Subtotal Cost (Per attached Schedule of Values)	\$417,002
5% Contingency	<u>\$ 20,850</u>
McKinley Park Pond GMP	\$437,852
Land Park Subtotal Cost (Per attached Schedule of Values)	\$508,272
5% Contingency	<u>\$ 25,414</u>
Land Park Pond (Boat Lake) GMP	\$533,685
TOTAL PROJECT GMP	\$971,537

McKinley Park Pond GMP Proposed Renovation Scope of Work;

1. Pull building permits and Storm Water Pollution Prevention Plans (SWPPP) from City as required. It is our understanding that the plan check and permit fees are waived on this city funded project.
2. Furnish and install temporary construction fence around the entire work area perimeter defined on the project plans. The fence will be 6 foot tall self-standing chain link panel fence covered with shade screen cloth and be located per the attached GMP exhibit. A single access point with a 20 foot wide gate will be included.
3. Furnish and install straw waddle erosion protection around 100 percent of the perimeter of the work area perimeter. Typically each site will drain toward the pond(s). The straw waddle erosion protection will be located at the exterior base of the construction fence.
4. Furnish and install temporary construction fence around the entire island perimeter defined on the project plans. The fence will be 36" foot tall construction fencing installed on temporary posts.
5. Prepare a 30 foot wide access ramp and track out at each pond to get equipment and materials into and out of the pond. Includes mobilization of equipment to place access road material. We will coordinate this location with the City and we will restrict all of our equipment access to this area.
6. Construct temporary access road into the work area.
7. Provide street sweeper and maintain public streets and sidewalk as required to clean up construction debris during construction operations.
8. Provide temporary pumping equipment to drain the pond(s) one time. Lake water will be delivered to City of Sacramento Utility Department cleanout/manhole. We have only included the scope to drain each lake one time. Additional cost to drain the lake

- as a result of storm events will be a Contingency item and require a change order for the added cost to drain the lake.
9. Provide temporary construction water meter and construction water as required for project dust control.
 10. Provide wildlife relocation of the turtles (if possible) and ducks/waterfowl that need assistance. A significant percentage of ducks and waterfowl will leave the pond area on their own as the pond(s) drains. For existing fish in lake, net and relocate fish to other City Lakes. Dispose of dead fish as the pond(s) drains. Turtles are currently proposed to be relocated to the Sacramento Zoo or euthanized. Sick or injured waterfowl will be captured and removed to an approved rehabilitation facility.
 11. Apply chemicals and bacteria to pond and pond subgrade to aid in odor control during the construction phase as required.
 12. Demolish existing pond wall and pond planters. Haul off wall and planter debris to approved offsite disposal.
 13. Haul off pond bottom debris. Based on soils report the lake sludge materials must be delivered to a lined solid waste disposal site. Sludge will be dried or mixed with site soils and hauled to Yolo County landfill.
 14. Provide Construction staking as needed for our work.
 15. Regrade pond bottom and shoreline based on final pond geometry agreed to during the Design Assist phase. Includes a 12" near shore water depth with a maximum 4 horizontal to one vertical side slope to a new pond bottom. Lake will be graded to a maximum 9 foot depth. Per the soils report prepared by Youngdahl Consulting Group dated December 2015, ground water was encountered at a depth of 11 feet (boring B-4). No allowance for ground water pumping is included. Lake Excavation will terminate if the lake cannot be excavated in a dry condition. Include observation services of Soils Engineer to observe any compacted fill and to certify the lake bottom.
 16. Furnish and install a 30 mil Reinforced Polyethylene (RPE) geomembrane liner to a liner freeboard elevation set 6 inches above normal pond water surface.
 17. Place 12" of Earth cover material over the liner. Soil cover to be generated from the lake excavation. No import of select materials is included.
 18. Excess Lake Excavation will be hauled offsite for disposal to the City of Sacramento North Natomas Park site.
 19. Furnish and install approximately 1005 linear feet of near vertical non-erodible concrete shoreline with a 4" thick, 24" tall near vertical eroded shoreline and a 6 foot

- wide 3” thick concrete safety shelf. Concrete is a 2500 psi pea gravel mix reinforced with fibermesh. Include concrete material testing services to verify concrete strength.
20. Furnish and install approximately 195 linear feet of Aquatic Planter Shoreline along the Alhambra Boulevard pond edge. Includes 2400 sf of 3” thick concrete veneer planter shelf and a 12” tall concrete planter curb to contain site soils planter media. Concrete is a 2500 psi pea gravel mix reinforced with fibermesh. Include concrete material testing services to verify concrete strength. Includes allowance of \$6 per plant for 1200 aquatic plants.
 21. Furnish and install aeration system to vertically mix the pond water. Includes compressor(s), diffuser(s), shoreline valve boxes, weighted hose, controls and appurtenances for complete aeration system.
 22. Furnish and install electrical control panels, wire, conduit, and appurtenances to distribute power from city SES/meter section. We have assumed that adequate power is available at each existing pump station location for these additional loads.
 23. Furnish and install sidewalk and/or curb repair as required for construction access purposes. We have included an allowance of 300 sf of sidewalk repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sidewalk.
 24. Furnish and install turf and/or landscape irrigation system repairs as required for construction access. We have included an allowance of 2000 sf of sod and \$1000 for irrigation system repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sod or irrigation repairs.
 25. Provide 1 set of digital as-builts to City.
 26. Provide Builders Risk insurance policy and payment and performance bonds.
 27. Include 5% City Controlled Contingency to cover project costs that have not been identified or the amount is unknown. This will allow approval of miscellaneous expenses for additional water pumping costs, existing sidewalk repair, sprinkler repair and unknown conditions (if any). These funds can only be approved by the designated City member responsible to review and approve project expenses.

McKinley Park Subtotal Cost (Per attached Schedule of Values)	\$417,002
5% Contingency	<u>\$ 20,850</u>
McKinley Park Pond GMP	\$437,852

Land Park Pond (Boat Lake) GMP Proposed Renovation Scope of Work;

1. Pull building permits and Storm Water Pollution Prevention Plans (SWPPP) from City as required. It is our understanding that the plan check and permit fees are waived on this city funded project.
2. Furnish and install temporary construction fence around the entire work area perimeter defined on the project plans. The fence will be 6 foot tall self-standing chain link panel fence covered with shade screen cloth and be located per the attached GMP exhibit. A single access point with a 20 foot wide gate will be included.
3. Furnish and install straw waddle erosion protection around 100 percent of the perimeter of the work area perimeter. Typically each site will drain toward the pond(s). The straw waddle erosion protection will be located at the exterior base of the construction fence.
4. Furnish and install temporary construction fence around the entire island perimeter defined on the project plans. The fence will be 36" foot tall construction fencing installed on temporary posts.
5. Prepare a 30 foot wide access ramp and track out at each pond to get equipment and materials into and out of the pond. Includes mobilization of equipment to place access road material. We will coordinate this location with the City and we will restrict all of our equipment access to this area.
6. Construct temporary access road into the work area.
7. Provide street sweeper and maintain public streets and sidewalk as required to clean up construction debris during construction operations.
8. Provide temporary pumping equipment to drain the pond(s) one time. Lake water will be delivered to City of Sacramento Utility Department cleanout/manhole. We have only included the scope to drain each lake one time. Additional cost to drain the lake as a result of storm events will be a Contingency item and require a change order for the added cost to drain the lake.
9. Provide temporary construction water meter and construction water as required for project dust control.
10. Provide wildlife relocation of the turtles (if possible) and ducks/waterfowl that need assistance. A significant percentage of ducks and waterfowl will leave the pond area on their own as the pond(s) drains. For existing fish in lake, net and relocate fish to other City Lakes. Dispose of dead fish as the pond(s) drains. Turtles are currently proposed to be relocated to the Sacramento Zoo or euthanized. Sick or injured waterfowl will be captured and removed to an approved rehabilitation facility.

11. Apply chemicals and bacteria to pond and pond subgrade to aid in odor control during the construction phase as required.
12. Demolish existing pond wall and pond planters. Haul off wall and planter debris to approved offsite disposal.
13. Haul off pond bottom debris. Based on soils report the lake sludge materials must be delivered to a lined solid waste disposal site. Sludge will be dried or mixed with site soils and hauled to Yolo County landfill.
14. Provide Construction staking as needed for our work.
15. Regrade pond bottom and shoreline based on final pond geometry agreed to during the Design Assist phase. Includes a 12" near shore water depth with a maximum 4 horizontal to one vertical side slope to a new pond bottom. Lake will be graded to a maximum 9 foot depth. Per the soils report prepared by Youngdahl Consulting Group dated December 2015, ground water was encountered at the Boat Lake at a depth of 20' (boring B-1). No allowance for ground water pumping is included. Lake Excavation will terminate if the lake cannot be excavated in a dry condition. Include observation services of Soils Engineer to observe any compacted fill and to certify the lake bottom.
16. Furnish and install a 30 mil Reinforced Polyethylene (RPE) geomembrane liner to a liner freeboard elevation set 6 inches above normal pond water surface.
17. Place 12" of Earth cover material over the liner. Soil cover to be generated from the lake excavation. No import of select materials is included.
18. Excess Lake Excavation will be hauled offsite for disposal. An alternate to haul the soil to the North Natomas Park site is included.
19. Furnish and install a near vertical non-erodible concrete shoreline with a 4" thick, 24" tall near vertical eroded shoreline and a 6 foot wide 3" thick concrete safety shelf. Concrete is a 2500 psi pea gravel mix reinforced with fibermesh. Include concrete material testing services to verify concrete strength.
20. Furnish and install aeration system to vertically mix the pond water. Includes compressor(s), diffuser(s), shoreline valve boxes, weighted hose, controls and appurtenances for complete aeration system.
21. Furnish and install electrical control panels, wire, conduit, and appurtenances to distribute power from city SES/meter section. We have assumed that adequate power is available at each existing pump station location for these additional loads.
22. Furnish and install sidewalk and/or curb repair as required for construction access purposes. We have included an allowance of 300 sf of sidewalk repairs in the GMP.

Additional quantities will be a Contingency item and require a change order for the added cost of additional sidewalk.

23. Furnish and install turf and/or landscape irrigation system repairs as required for construction access. We have included an allowance of 2000 sf of sod and \$1000 for irrigation system repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sod or irrigation repairs.
24. Provide 1 set of digital as-builts to City.
25. Provide Builders Risk insurance policy and payment and performance bonds.
26. Include 5% City Controlled Contingency to cover project costs that have not been identified or the amount is unknown. This will allow approval of miscellaneous expenses for additional water pumping costs, existing sidewalk repair, sprinkler repair and unknown conditions (if any). These funds can only be approved by the designated City member responsible to review and approve project expenses.

Land Park Subtotal Cost (Per attached Schedule of Values)	\$508,272
5% Contingency	<u>\$ 25,414</u>
Land Park Pond (Boat Lake) GMP	\$533,685

This scope of work does not include:

1. Furnishing or installing any structure or appurtenances not specifically designated in scope of work.
2. Costs of fees or assessments in connection with this project, other than Contractors and Business Licenses required by State, County or City. It is our understanding that we are not to include any plan check or permit fees for the City of Sacramento. Assumes no City Permit Fees.
3. Pacific shall have Underground Service alert stake all utilities for the project area. For utilities not identified by Underground Service alert, the Cost of repair replacement or underground utilities damaged by our operation is excluded, unless we are provided with an accurate underground utility plan prior to start of our work.
4. Assumes that we drain each pond one time. We have not included pumping rain water.

SUPPLEMENTAL AGREEMENT- CITY MANAGER APPROVAL

Project Title and Job Number: McKinley Park Pond & Land Park Pond Renovation GMP
Purchase Order #:

Date: 3-31-16
Supplemental Agreement No.: 1

The City of Sacramento ("City") and Pacific Aquascape International, Inc., 17520 Newhope Street, Suite 120, Fountain Valley, CA 92708 ("Contractor"), as parties to that certain Design Assist Contract designated as Agreement Number _____, including any and all prior supplemental agreements modifying said agreement (said 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:
 See Attachment 1 to Exhibit A for Guaranteed Maximum Price (GMP) scope of work.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is referenced in Exhibit A of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$971,537.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	\$0.00
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$0.00
Increase by this supplemental agreement:	<u>\$971,537.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$971,537.00</u>

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 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:

Approved As To Form By:

 4-13-16
 Project Manager Date

 Senior Deputy City Attorney

Approved By:

Attested To By:

 4-1-16
 Contractor Name/Title Date

 City Clerk

PACIFIC AQUASCAPE INTERNATIONAL, INC
 COM M. SEIBERSON
 PRESIDENT

Approved By:

 John F. Shirey, City Manager

There are two park construction projects associated with this Agreement; McKinley Park Pond and Land Park Pond Renovation (Boat Lake) project (L19137700 and L19012900). The project consists of the renovation of two existing park ponds. The first pond that is approximately 1.05 acres is located at McKinley Park, and is labeled as "Lake" on the McKinley Park master plan. The second pond is approximately 1.45 acres and is located at Land Park and is labeled as "Boat Lake" on the Land Park master plan.

The project consists of the renovation of two existing park ponds, the first pond approx. 1.05 acre and is located at McKinley Park, which is labeled as "Lake" on the McKinley Park master plan, and the second pond is approx. 1.45 acres located at Land Park on 14th Avenue, and is labeled on the Land Park master plan as "Boat Lake". Renovations include temporary fencing, site mobilization, erosion control measures project staking, draining the ponds, wildlife relocation as necessary, chemical and bacteria treatment as necessary, removing existing sludge, excavation and haul off of excess soil to deepening the ponds, demolish of the existing pond wall and planters, new concrete shoreline edge, installation of Reinforced Polyethylene geomembrane liner with 12" of cover over liner, aeration system and equipment, electrical, adding automatic fill valve to each pond, and sidewalk and curb repairs, landscape and irrigation repairs damaged by construction access.



**LAND PARK LAKE
RENOVATION BOAT LAKE ONLY**
Guaranteed Maximum Price (GMP)
PREFERRED SCOPE OF WORK

March 7, 2016

Description	Unit	Quant	Unit Cost	Total
General Conditions				
1 Submittals	EA	1	\$ 750.00	\$ 750
2 Builders Risk Insurance	EA	1	\$ 1,813.00	\$ 1,813
3 Equipment Mobilization	EA	1	\$ 3,000.00	\$ 3,000
4 Construction Staking	EA	1	\$ 2,040.00	\$ 2,040
5 Concrete Testing	EA	4	\$ 462.00	\$ 1,848
6 Soils Testing	EA	12	\$ 514.00	\$ 6,168
7 Construction Water	EA	1	\$ 900.00	\$ 900
8 Project Closeout	EA	1	\$ 1,200.00	\$ 1,200
9 Digital As-Builts	EA	1	\$ 400.00	\$ 400
			Sub-total	\$ 18,119
Construction Activities				
10 Temporary water set up/removal	EA	1	\$ 800.00	\$ 800
11 Temporary Construction Fence	LF	1,800	\$ 5.00	\$ 9,000
12 Access track out area and Construction road	EA	1	\$ 4,930.00	\$ 4,930
13 SWPPP Erosion Protection	LF	1,800	\$ 1.60	\$ 2,880
14 Drain Lake - Pump Equipment	EA	1	\$ 2,350.00	\$ 2,350
15 Drain lake- Operate/maintain lake pumping	Day	4	\$ 1,415.00	\$ 5,660
16 Water Disposal (1000 Gal)	Gal	1,180	\$ 2.30	\$ 2,714
17 Relocate wildlife	EA	1	\$ 3,300.00	\$ 3,300
18 Lake Maintenance during Construction	Mo	2	\$ 860.00	\$ 1,720
19 Demolish existing lake wall	LF	1,400	\$ 13.25	\$ 18,550
20 Haul Off Debris	Load	16	\$ 420.00	\$ 6,720
21 Excavate and load Sludge/lake Debris	CY	1,170	\$ 5.60	\$ 6,552
22 Haul Off/Dispose of Sludge	Load	117	\$ 442.00	\$ 51,714
23 Excavate Lake Depth	CY	8,000	\$ 5.85	\$ 46,800
24 Haul Off Soil Materials	CY	5,590	\$ 20.11	\$ 112,392
25 Line Lake	SF	63,100	\$ 1.01	\$ 63,731
26 Earth Cover	SF	63,100	\$ 0.16	\$ 10,096
27 Pipe Boots/Seal	EA	4	\$ 660.00	\$ 2,640
28 Sweeper	EA	11	\$ 346.00	\$ 3,806
29 Excavate Shoreline	LF	1,660	\$ 4.70	\$ 7,802
30 New Eroded Concrete Shoreline	LF	1,660	\$ 50.25	\$ 83,415
31 Lake Aeration	EA	1	\$ 16,300.00	\$ 16,300
32 Mechanical Float Automated Fill	EA	1	\$ 3,230.00	\$ 3,230
33 Electrical	EA	1	\$ 1,415.00	\$ 1,415
34 Sidewalk Repairs	SF	300	\$ 6.23	\$ 1,869
35 Irrigation Repairs	EA	1	\$ 1,000.00	\$ 1,000
36 Sod/Landscape Repairs	SF	2,000	\$ 0.75	\$ 1,500
37 Demobilize/Remove Track out	EA	1	\$ 3,471.00	\$ 3,471
			Sub-total	\$ 476,357
			Total	\$ 494,476
		Permit	0.7595%	\$ 3,755
		Bond	2.0153%	\$ 10,041
			Sub-total	\$ 508,272
		Contingency	5.00%	\$ 25,414
GUARANTEED MAXIMUM COST (GMP)				\$ 533,685

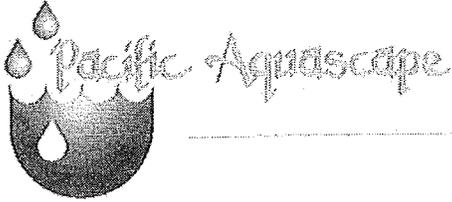


MCKINLEY PARK LAKE RENOVATION

March 7, 2016

Guaranteed Maximum Price (GMP) PREFERRED SCOPE OF WORK

Description	Unit	Quant	Unit Cost	Total
General Conditions				
1 Submittals	EA	1	\$ 750.00	\$ 750
2 Builders Risk Insurance	EA	1	\$ 1,813.00	\$ 1,813
3 Equipment Mobilization	EA	1	\$ 3,000.00	\$ 3,000
4 Construction Staking	EA	1	\$ 2,040.00	\$ 2,040
5 Concrete Testing	EA	4	\$ 462.00	\$ 1,848
6 Soils Testing	EA	6	\$ 514.00	\$ 3,084
7 Construction Water	EA	1	\$ 900.00	\$ 900
8 Project Closeout	EA	1	\$ 1,200.00	\$ 1,200
9 Digital As-Builts	EA	1	\$ 400.00	\$ 400
			Sub-total	\$ 15,035
Construction Activities				
10 Temporary water set up/removal	EA	1	\$ 800.00	\$ 800
11 Temporary Construction Fence	LF	1,340	\$ 5.10	\$ 6,834
12 Access track out area and Construction road	EA	1	\$ 4,860.00	\$ 4,860
13 SWPPP Erosion Protection	LF	1,340	\$ 1.70	\$ 2,278
14 Drain Lake - Pump Equipment	EA	1	\$ 1,790.00	\$ 1,790
15 Drain lake- Operate/maintain lake pumping	Day	3	\$ 1,415.00	\$ 4,245
16 Water Disposal (1000 Gal)	Gal	850	\$ 2.30	\$ 1,955
17 Relocate wildlife	EA	1	\$ 3,450.00	\$ 3,450
18 Lake Maintenance during Construction	Mo	2	\$ 860.00	\$ 1,720
19 Demolish existing lake wall	LF	900	\$ 14.90	\$ 13,410
20 Haul Off Debris	Load	10	\$ 415.00	\$ 4,150
21 Excavate and load Sludge/lake Debris	CY	2,040	\$ 5.90	\$ 12,036
22 Haul Off/Dispose of Sludge	Load	204	\$ 442.00	\$ 90,168
23 Excavate Lake Depth	CY	3,400	\$ 6.40	\$ 21,760
24 Haul Off Soil Materials	CY	1,870	\$ 20.07	\$ 37,531
25 Line Lake	SF	43,400	\$ 1.05	\$ 45,570
26 Earth Cover	SF	43,400	\$ 0.18	\$ 7,812
27 Pipe Boots/Seal	EA	4	\$ 592.00	\$ 2,368
28 Sweeper	EA	5	\$ 346.00	\$ 1,730
29 Excavate Shoreline	LF	1,200	\$ 4.85	\$ 5,820
30 New Eroded Concrete Shoreline	LF	1,005	\$ 52.10	\$ 52,361
31 Planter Shelf	SF	2,400	\$ 12.41	\$ 29,784
32 Lake Aeration	EA	1	\$ 11,280.00	\$ 11,280
33 Mechanical Float Automated Fill	EA	1	\$ 3,230.00	\$ 3,230
34 Electrical	EA	1	\$ 1,415.00	\$ 1,415
35 Sidewalk Repairs	SF	300	\$ 6.23	\$ 1,869
36 Irrigation Repairs	EA	1	\$ 1,000.00	\$ 1,000
37 Sod/Landscape Repairs	SF	2,000	\$ 0.75	\$ 1,500
38 Aquatic Plants	EA	2,400	\$ 6.00	\$ 14,400
39 Demobilize/Remove Track out	EA	1	\$ 3,452.00	\$ 3,452
			Sub-total	\$ 390,577
			Total	\$ 405,612
		Permit	0.7771%	\$ 3,152
		Bond	2.0153%	\$ 8,238
			Sub-total	\$ 417,002
		Contingency	5.00%	\$ 20,850
GUARANTEED MAXIMUM COST (GMP)				\$ 437,852



March 7, 2016

Mr. Dennis Day
Landscape Architect
City of Sacramento
Department of Parks and Recreation
915 I Street, 3rd Floor
Sacramento, CA 95814

Project: McKinley and Land Parks Lake Renovation Projects

Work Item: **GUARANTEED MAXIMUM PRICE (GMP)**
RENOVATION SCOPE OF WORK

In accordance with the Design Assist Contract, Pacific Aquascape International, Inc. is pleased to provide you with the Guaranteed Maximum Price (GMP) and Renovation Scope of Work for the McKinley Park Pond and Land Park Pond (Boat Lake). The scope of work selected by the City was Option 2 "Preferred Recommended Scope of Work" based on the August 25, 2015 Draft Proposed Renovation and the September 10, 2015 Pond Committee presentation.

The estimated costs have increased from the August 25, 2015 budget estimate for the following primary reasons;

1. The lake survey confirmed the existing lake depths and the sludge thickness.
2. For the August estimate we had assumed a lake depth of 3 to 4 feet deep and actual depth is closer to 2-3 feet. This increases the excavation volume and haul off of soils.
3. For the August estimate we had assumed sludge thickness of 1 foot. Actual thickness varies but is approximately 1.5 feet at McKinley Park and 0.5 feet at Land Park Boat Lake. This increased the McKinley excavated quantity and haul off of material.
4. Earth cover material over the liner was an added scope item for urban fishing lakes and not include on August estimate.
5. The island shoreline was inadvertently left off the August estimate and the result is added shoreline length and cost.
6. Automated fill valves were added to each lake to maintain lake at normal water surface elevation.
7. Permit costs were not previously identified on August Estimate.

GMP CONTRACT SUMMARY

McKinley Park Subtotal Cost (Per attached Schedule of Values)	\$417,002
5% Contingency	<u>\$ 20,850</u>
McKinley Park Pond GMP	\$437,852
Land Park Subtotal Cost (Per attached Schedule of Values)	\$508,272
5% Contingency	<u>\$ 25,414</u>
Land Park Pond (Boat Lake) GMP	\$533,685
TOTAL PROJECT GMP	\$971,537

McKinley Park Pond GMP Proposed Renovation Scope of Work;

1. Pull building permits and Storm Water Pollution Prevention Plans (SWPPP) from City as required. It is our understanding that the plan check and permit fees are waived on this city funded project.
2. Furnish and install temporary construction fence around the entire work area perimeter defined on the project plans. The fence will be 6 foot tall self-standing chain link panel fence covered with shade screen cloth and be located per the attached GMP exhibit. A single access point with a 20 foot wide gate will be included.
3. Furnish and install straw waddle erosion protection around 100 percent of the perimeter of the work area perimeter. Typically each site will drain toward the pond(s). The straw waddle erosion protection will be located at the exterior base of the construction fence.
4. Furnish and install temporary construction fence around the entire island perimeter defined on the project plans. The fence will be 36" foot tall construction fencing installed on temporary posts.
5. Prepare a 30 foot wide access ramp and track out at each pond to get equipment and materials into and out of the pond. Includes mobilization of equipment to place access road material. We will coordinate this location with the City and we will restrict all of our equipment access to this area.
6. Construct temporary access road into the work area.
7. Provide street sweeper and maintain public streets and sidewalk as required to clean up construction debris during construction operations.
8. Provide temporary pumping equipment to drain the pond(s) one time. Lake water will be delivered to City of Sacramento Utility Department cleanout/manhole. We have only included the scope to drain each lake one time. Additional cost to drain the lake

- as a result of storm events will be a Contingency item and require a change order for the added cost to drain the lake.
9. Provide temporary construction water meter and construction water as required for project dust control.
 10. Provide wildlife relocation of the turtles (if possible) and ducks/waterfowl that need assistance. A significant percentage of ducks and waterfowl will leave the pond area on their own as the pond(s) drains. For existing fish in lake, net and relocate fish to other City Lakes. Dispose of dead fish as the pond(s) drains. Turtles are currently proposed to be relocated to the Sacramento Zoo or euthanized. Sick or injured waterfowl will be captured and removed to an approved rehabilitation facility.
 11. Apply chemicals and bacteria to pond and pond subgrade to aid in odor control during the construction phase as required.
 12. Demolish existing pond wall and pond planters. Haul off wall and planter debris to approved offsite disposal.
 13. Haul off pond bottom debris. Based on soils report the lake sludge materials must be delivered to a lined solid waste disposal site. Sludge will be dried or mixed with site soils and hauled to Yolo County landfill.
 14. Provide Construction staking as needed for our work.
 15. Regrade pond bottom and shoreline based on final pond geometry agreed to during the Design Assist phase. Includes a 12" near shore water depth with a maximum 4 horizontal to one vertical side slope to a new pond bottom. Lake will be graded to a maximum 9 foot depth. Per the soils report prepared by Youngdahl Consulting Group dated December 2015, ground water was encountered at a depth of 11 feet (boring B-4). No allowance for ground water pumping is included. Lake Excavation will terminate if the lake cannot be excavated in a dry condition. Include observation services of Soils Engineer to observe any compacted fill and to certify the lake bottom.
 16. Furnish and install a 30 mil Reinforced Polyethylene (RPE) geomembrane liner to a liner freeboard elevation set 6 inches above normal pond water surface.
 17. Place 12" of Earth cover material over the liner. Soil cover to be generated from the lake excavation. No import of select materials is included.
 18. Excess Lake Excavation will be hauled offsite for disposal to the City of Sacramento North Natomas Park site.
 19. Furnish and install approximately 1005 linear feet of near vertical non-erodible concrete shoreline with a 4" thick, 24" tall near vertical eroded shoreline and a 6 foot

- wide 3" thick concrete safety shelf. Concrete is a 2500 psi pea gravel mix reinforced with fibermesh. Include concrete material testing services to verify concrete strength.
20. Furnish and install approximately 195 linear feet of Aquatic Planter Shoreline along the Alhambra Boulevard pond edge. Includes 2400 sf of 3" thick concrete veneer planter shelf and a 12" tall concrete planter curb to contain site soils planter media. Concrete is a 2500 psi pea gravel mix reinforced with fibermesh. Include concrete material testing services to verify concrete strength. Includes allowance of \$6 per plant for 1200 aquatic plants.
 21. Furnish and install aeration system to vertically mix the pond water. Includes compressor(s), diffuser(s), shoreline valve boxes, weighted hose, controls and appurtenances for complete aeration system.
 22. Furnish and install electrical control panels, wire, conduit, and appurtenances to distribute power from city SES/meter section. We have assumed that adequate power is available at each existing pump station location for these additional loads.
 23. Furnish and install sidewalk and/or curb repair as required for construction access purposes. We have included an allowance of 300 sf of sidewalk repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sidewalk.
 24. Furnish and install turf and/or landscape irrigation system repairs as required for construction access. We have included an allowance of 2000 sf of sod and \$1000 for irrigation system repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sod or irrigation repairs.
 25. Provide 1 set of digital as-builts to City.
 26. Provide Builders Risk insurance policy and payment and performance bonds.
 27. Include 5% City Controlled Contingency to cover project costs that have not been identified or the amount is unknown. This will allow approval of miscellaneous expenses for additional water pumping costs, existing sidewalk repair, sprinkler repair and unknown conditions (if any). These funds can only be approved by the designated City member responsible to review and approve project expenses.

McKinley Park Subtotal Cost (Per attached Schedule of Values)	\$417,002
5% Contingency	\$ 20,850
McKinley Park Pond GMP	\$437,852

Land Park Pond (Boat Lake) GMP Proposed Renovation Scope of Work;

1. Pull building permits and Storm Water Pollution Prevention Plans (SWPPP) from City as required. It is our understanding that the plan check and permit fees are waived on this city funded project.
2. Furnish and install temporary construction fence around the entire work area perimeter defined on the project plans. The fence will be 6 foot tall self-standing chain link panel fence covered with shade screen cloth and be located per the attached GMP exhibit. A single access point with a 20 foot wide gate will be included.
3. Furnish and install straw waddle erosion protection around 100 percent of the perimeter of the work area perimeter. Typically each site will drain toward the pond(s). The straw waddle erosion protection will be located at the exterior base of the construction fence.
4. Furnish and install temporary construction fence around the entire island perimeter defined on the project plans. The fence will be 36" foot tall construction fencing installed on temporary posts.
5. Prepare a 30 foot wide access ramp and track out at each pond to get equipment and materials into and out of the pond. Includes mobilization of equipment to place access road material. We will coordinate this location with the City and we will restrict all of our equipment access to this area.
6. Construct temporary access road into the work area.
7. Provide street sweeper and maintain public streets and sidewalk as required to clean up construction debris during construction operations.
8. Provide temporary pumping equipment to drain the pond(s) one time. Lake water will be delivered to City of Sacramento Utility Department cleanout/manhole. We have only included the scope to drain each lake one time. Additional cost to drain the lake as a result of storm events will be a Contingency item and require a change order for the added cost to drain the lake.
9. Provide temporary construction water meter and construction water as required for project dust control.
10. Provide wildlife relocation of the turtles (if possible) and ducks/waterfowl that need assistance. A significant percentage of ducks and waterfowl will leave the pond area on their own as the pond(s) drains. For existing fish in lake, net and relocate fish to other City Lakes. Dispose of dead fish as the pond(s) drains. Turtles are currently proposed to be relocated to the Sacramento Zoo or euthanized. Sick or injured waterfowl will be captured and removed to an approved rehabilitation facility.

11. Apply chemicals and bacteria to pond and pond subgrade to aid in odor control during the construction phase as required.
12. Demolish existing pond wall and pond planters. Haul off wall and planter debris to approved offsite disposal.
13. Haul off pond bottom debris. Based on soils report the lake sludge materials must be delivered to a lined solid waste disposal site. Sludge will be dried or mixed with site soils and hauled to Yolo County landfill.
14. Provide Construction staking as needed for our work.
15. Regrade pond bottom and shoreline based on final pond geometry agreed to during the Design Assist phase. Includes a 12" near shore water depth with a maximum 4 horizontal to one vertical side slope to a new pond bottom. Lake will be graded to a maximum 9 foot depth. Per the soils report prepared by Youngdahl Consulting Group dated December 2015, ground water was encountered at the Boat Lake at a depth of 20' (boring B-1). No allowance for ground water pumping is included. Lake Excavation will terminate if the lake cannot be excavated in a dry condition. Include observation services of Soils Engineer to observe any compacted fill and to certify the lake bottom.
16. Furnish and install a 30 mil Reinforced Polyethylene (RPE) geomembrane liner to a liner freeboard elevation set 6 inches above normal pond water surface.
17. Place 12" of Earth cover material over the liner. Soil cover to be generated from the lake excavation. No import of select materials is included.
18. Excess Lake Excavation will be hauled offsite for disposal. An alternate to haul the soil to the North Natomas Park site is included.
19. Furnish and install a near vertical non-erodible concrete shoreline with a 4" thick, 24" tall near vertical eroded shoreline and a 6 foot wide 3" thick concrete safety shelf. Concrete is a 2500 psi pea gravel mix reinforced with fiber mesh. Include concrete material testing services to verify concrete strength.
20. Furnish and install aeration system to vertically mix the pond water. Includes compressor(s), diffuser(s), shoreline valve boxes, weighted hose, controls and appurtenances for complete aeration system.
21. Furnish and install electrical control panels, wire, conduit, and appurtenances to distribute power from city SES/meter section. We have assumed that adequate power is available at each existing pump station location for these additional loads.
22. Furnish and install sidewalk and/or curb repair as required for construction access purposes. We have included an allowance of 300 sf of sidewalk repairs in the GMP.

Additional quantities will be a Contingency item and require a change order for the added cost of additional sidewalk.

23. Furnish and install turf and/or landscape irrigation system repairs as required for construction access. We have included an allowance of 2000 sf of sod and \$1000 for irrigation system repairs in the GMP. Additional quantities will be a Contingency item and require a change order for the added cost of additional sod or irrigation repairs.
24. Provide 1 set of digital as-builts to City.
25. Provide Builders Risk insurance policy and payment and performance bonds.
26. Include 5% City Controlled Contingency to cover project costs that have not been identified or the amount is unknown. This will allow approval of miscellaneous expenses for additional water pumping costs, existing sidewalk repair, sprinkler repair and unknown conditions (if any). These funds can only be approved by the designated City member responsible to review and approve project expenses.

Land Park Subtotal Cost (Per attached Schedule of Values)	\$508,272
5% Contingency	<u>\$ 25,414</u>
Land Park Pond (Boat Lake) GMP	<u>\$533,685</u>

This scope of work does not include:

1. Furnishing or installing any structure or appurtenances not specifically designated in scope of work.
2. Costs of fees or assessments in connection with this project, other than Contractors and Business Licenses required by State, County or City. It is our understanding that we are not to include any plan check or permit fees for the City of Sacramento. Assumes no City Permit Fees.
3. Pacific shall have Underground Service alert stake all utilities for the project area. For utilities not identified by Underground Service alert, the Cost of repair replacement or underground utilities damaged by our operation is excluded, unless we are provided with an accurate underground utility plan prior to start of our work.
4. Assumes that we drain each pond one time. We have not included pumping rain water.

PERFORMANCE BOND

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally

awarded to: Pacific Aquascape International, Inc.

as principal, hereinafter called Contractor, a contract for construction of:

McKinley and Land Parks Pond Renovation

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*):

Philadelphia Indemnity Insurance Company 251 So. Lake Avenue, Suite 360, Pasadena, CA 91101
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 of Sacramento (City), as obligee, in the sum of:

Nine hundred seventy one thousand five hundred thirty seven and 00/100 (\$971,537.00), 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 City and 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.

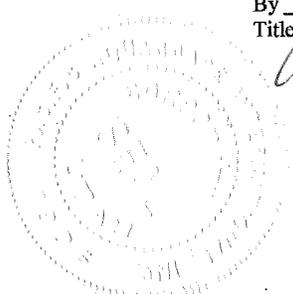
As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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 April 6, 2016.

Pacific Aquascape International, Inc.
(Contractor) (Seal)
By _____
Title _____
COM. A. SEIBER
PRESIDENT

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By *Douglas A. Rapp*
Title Douglas A. Rapp, Attorney in Fact
Agent Name and Address Rapp Surety & Insurance Services, Inc.
120 Vantis Drive, Suite 300, Aliso Viejo, CA 92656
Agent Phone # 949-540-6770
Surety Phone # 626-639-1321
California License # Agent: 0B18070



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 Orange

On 04/06/2016 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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.

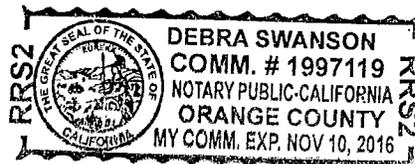
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Debra Swanson

(Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

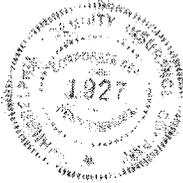
KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Douglas A. Rapp & Timothy D. Rapp of Rapp Surety & Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

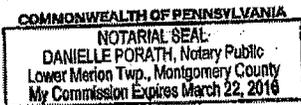
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of April, 2016


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PAYMENT BOND

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally awarded to:

Pacific Aquascape International, Inc.

hereinafter called Contractor, a contract for construction of:

McKinley and Land Parks Pond Renovation

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*):

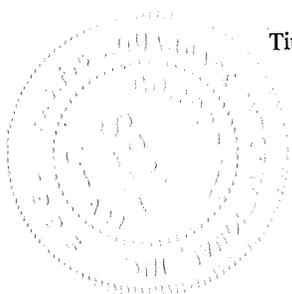
Philadelphia Indemnity Insurance Company 251 So. Lake Avenue, Suite 360, Pasadena, CA 91101, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of \$971,537.00, 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 April 6, 2016.

Pacific Aquascape International, Inc.
(Contractor) (Seal)
By: [Signature]
Title: COM. M. SEVIER
PRESIDENT

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By: [Signature]
Title: Douglas A. Rapp, Attorney in Fact
Agent name and Address: Rapp Surety & Insurance Services, Inc.
120 Vantis Drive, Suite 300, Aliso Viejo, CA 92656
Agent Phone #: 949-540-6770
Surety Phone #: 626-639-1321
California License # Agent: 0B18070



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 Orange)

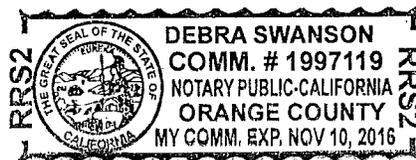
On 04/06/2016 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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 Debra Swanson (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Douglas A. Rapp & Timothy D. Rapp of Rapp Surety & Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

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RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

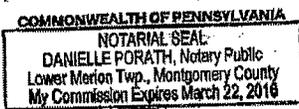
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

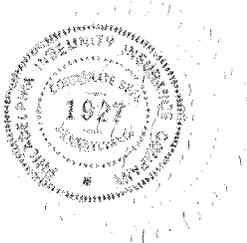
(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of April, 2016

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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	PACIFIC AQUASCAPZ INTERNATIONAL, INC	Date	3.7.16
Prime Contractor Address	17520 NEW HOPE STREET, SUITE 120 FONTANA VALLEY, CA 91706	Bid Amount	\$ 971,537.00
(REQUIRED) Prime Contractor DIR Registration #	100003034	Is Prime LBE?	Yes <input type="radio"/> No <input type="radio"/>

Business Name	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
GPR TRUCKING LLC License Number Address City, State, Zip Contact Person Phone	100003034	Yes <input checked="" type="radio"/> No <input type="radio"/>	TRUCKING	\$ 100,000.00
5244 BRUSHAW ROAD SACRAMENTO, CA 95825 BARBARA POLIZZI 916-985-2700 X 206 YOUNGDAL CONSUMERS License Number		Yes <input type="radio"/> No <input checked="" type="radio"/>	Geo Tech Services	\$ 6,000.00
1234 GREENHAWES COURT EL DORADO HILLS, CA 95762 MARTIN McDONNEN 916-533-0633 CEMEX CONST MATERIALS License Number		Yes <input type="radio"/> No <input checked="" type="radio"/>	CONCRETE MATERIAL	\$ 33,000.00
1890 PARKWAY BLVD WEST SACRAMENTO, CA 95691 Contact Person Phone		Yes <input type="radio"/> No <input checked="" type="radio"/>		

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.

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101
 MUNICIPAL OF FIRM:  Cory M. Senter - President
 Form Revised 3/9/15 10F2

SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
 For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
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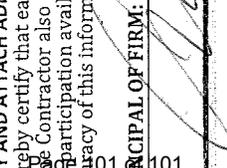
To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total 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	DATE
Prime Contractor Address	Bid Amount \$
(REQUIRED) Prime Contractor DIR Registration #	Is Prime LBE? Yes No

Prime Contractor Name	PACIFIC AQUASCAPES INTERNATIONAL INC
Prime Contractor Address	
(REQUIRED) Prime Contractor DIR Registration #	

Business Name	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
HEARTZ EQUIPMENT		Yes		\$ 16,000 ±
901 STEWART ROAD WEST SACRAMENTO, CA 95805		No	MENTAL EQUIPMENT	TBD
HOUT OF CALIFORNIA		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
8100 FLOITMORGE ROAD SACRAMENTO, CA 95826		Yes	MENTAL EQUIPMENT	\$ 17,000 ±
COLORADO LINENS		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
1062 SINGAPORE HILLS ROAD PARKER CO COLORADO		Yes	MEMBERSHIP	\$ 50,000

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.

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 PRINCIPAL OF FIRM: 
 Cory A. Stevens
 Form Revised 3/9/15