

Meeting Date: 7/19/2016

Report Type: Consent

Report ID: 2016-00674

Title: Contract: Reichmuth Park Phase 2 Improvements Project and Environmental Document

Location: District 5

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for Reichmuth Park Phase 2 Improvements project; 2) approving the Environmental Findings of Fact; 3) approving the Mitigated Negative Declaration and Mitigation Monitoring Plan for the Reichmuth Park Phase 2 Improvements; 4) awarding the contract to TJR Resources, Inc. for an amount not-to-exceed \$215,148; and 5) authorizing the City Manager or City Manager's designee to execute the contract with TJR Resources, Inc. for an amount not to exceed \$215,148.

Contact: C. Gary Hyden, Park Planning and Development Manager, (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-Environmental Findings of Fact
- 3-Mitigation Monitoring Plan
- 4-Contract

City Attorney Review

Approved as to Form
Sheryl Patterson
7/5/2016 3:07:54 PM

Approvals/Acknowledgements

Department Director or Designee: Christopher Conlin - 6/23/2016 2:04:37 PM

Description/Analysis

Issue Detail: The Department of Parks and Recreation is seeking approval of (1) the Environmental Findings to support approval of a Mitigated Negative Declaration and the Mitigation Monitoring Program and (2) the award of the construction contract to TJR Resources, Inc. for the Reichmuth Park Phase 2 Playground and Site Improvements Project. The formal bid process for this Project has been completed and TJR Resources, Inc. has been selected as the lowest responsible and responsive bidder. The contract amount is not-to-exceed \$215,148.

Reichmuth Park is an existing 42.13-acre community park in the Pocket Planning Area located in Council District 5. The improvements will affect 0.9 acres of the park and include (1) demolition of an old and non-functioning water spray area, outdated playground equipment and site furniture, and tree removal; (2) grading and new drainage, irrigation, landscaping, concrete walkways, new playground equipment and play surfacing material; (3) a new 9-hole disc golf course; (4) ADA improvements in the parking lot and site; and (5) new signage and site furnishings. Construction is expected to be completed in fall 2016.

Policy Considerations: Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City. This is also part of the Park Development Process for park planning as stated in the *2005-2010 Parks and Recreation Master Plan*.

Sacramento City Code Chapter 3.60 sets forth the requirements for contracts for public projects and the procedures for bidding contracts over \$100,000.

Economic Impacts: The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

This park construction project, which totals \$215,148.13 is expected to create 4.0 total jobs (2.3 direct jobs and 1.7 indirect jobs). Furthermore, it will create \$132,840 in total economic output (\$83,730 of direct output and another \$49,110 of output through indirect and induced activities).

Environmental Considerations:

California Environmental Quality Act (CEQA): The City of Sacramento prepared a Mitigated Negative Declaration (MND), which includes the Initial Study, and a Mitigation Monitoring Plan (MMP) for the Reichmuth Park Phase 2 Improvements Project. In accordance with the California Environmental Quality Act (CEQA), the MND was circulated for a 30-day public review period which ended on September 30, 2015. The comment period was also advertised in a newspaper of general circulation and a notice of availability was sent to regulatory agencies, neighborhood associations, and stakeholders in the project area.

Staff received two comment letters regarding the Project during the public review period. Comment letters and response to comments are provided in the MND as an appendix. The comments raised do not change the environmental determination. The Environmental Services Manager has determined that adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program are appropriate actions under CEQA. The proposed Environmental Findings to support adoption of the MND for this Project and the MMP are attached to the staff report. The MND is available at the Community Development Department’s webpage located at the following link:

<http://www.cityofsacramento.org/dsd/planning/environmental-review/eirs/>

Sustainability: The Reichmuth Park Phase 2 Playground and Site Improvements Project has been reviewed for consistency with the goals, policies, and targets of the City’s Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2035 General Plan. The Project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of recycled materials, and use of local vendors.

Commission/Committee Action: None

Rationale for Recommendation: The formal bidding process for the Reichmuth Park Phase 2 Playground and Site Improvements Project was posted in accordance with City Code Chapter 3.60 and Administrative Policy AP-4002. The bids were opened on May 18, 2016. Staff received two bids and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Additive Alternate</u>	<u>Total Bid</u>	<u>LBE %</u>
TJR Resources, Inc.	\$175,834.78	\$39,313.35	\$215,148.13	94.7
Sierra Valley Construction	\$287,741.00	\$30,859.00	\$318,600.00	10.1

The Engineer’s Estimate for the project was \$236,000, which included the additive alternate. The additive alternate is for removal of a concrete water feature and replacement with irrigated turf.

Pursuant to City Code Sections 3.60.020 and 3.60.360 E, it was determined that TJR Resources, Inc. had the lowest, responsible base bid and is a responsible bidder.

Financial Considerations: There are adequate funds in the Reichmuth Park Phase 2 Improvements Project (L19153100) to award the contract.

This is an existing park; the annual maintenance and utilities costs are covered in the Department of Parks and Recreation’s operating budget for maintenance, water, and utility costs.

Local Business Enterprise (LBE): At an LBE percentage of 94.7%, TJR Resources, Inc. exceeded the 5% LBE participation requirement.

ENVIRONMENTAL FINDINGS OF FACT FOR THE REICHMUTH PARK PHASE 2 IMPROVEMENTS PROJECT

The City Council finds as follows:

1. The Project Initial Study determined, based on substantial evidence, that the Project is an anticipated subsequent project identified and described in the 2035 General Plan Master EIR; that the Project is consistent with the 2035 General Plan land use designation and the permissible uses for the project site; that the discussions of cumulative impacts, growth inducing impacts, and irreversible significant effects in the Master EIR are adequate for the Project; and that the Project **would not** have additional potentially significant environmental effects not previously examined in the Master EIR. Mitigation measures from the Master EIR were applied to the Project as appropriate, and revisions to the Project made before the proposed Mitigated Negative Declaration (MND), which includes the Initial Study, were released for public review.

2. The MND for the Project dated September 1, 2015 was noticed and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA). On September 1, 2015, a Notice of Availability/Intent to Adopt the MND (NOA/I) was circulated for public comment for 30 days. The NOA/I was sent to those public agencies that have jurisdiction by law with respect to the proposed Project and to other interested parties and agencies. The comments of such persons and agencies were sought.

3. On September 1, 2015, the Project site was posted with the NOA/I, the NOA/I was published in the Sacramento Bulletin, a newspaper of general circulation, and the NOA/I was posted in the office of the Sacramento County Clerk.

4. The City Council has reviewed and considered the information contained in the MND, including the Initial Study, the mitigation measures incorporated into the Project, and the comments received during the public review process. The City Council has determined that the MND constitutes an adequate, accurate, objective and complete review of the environmental effects of the proposed Project.

5. Based on its review of the MND and on the basis of the whole record, the City Council finds that the MND reflects the City Council's independent judgment and analysis and that there is no substantial evidence that the Project will have a significant effect on the environment.

6. Upon approval of the Project, the City Manager shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to section 21152(a) of the Public Resources Code and section 15075 of the CEQA Guidelines adopted pursuant thereto.

7. The MND, MMP, comments received, and other documents and materials that constitute the record of proceedings upon which the City Council has based its decision are located in the City of Sacramento Community Development Department, Environmental Planning Services, 300 Richards Boulevard, Sacramento CA 95811. The custodian of the record of proceedings for this Project is the City Clerk.

REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101) Mitigation Monitoring Plan

In January 1989, Assembly Bill 3180 went into effect requiring the City to monitor all mitigation measures applicable to this project and included in the Mitigated Negative Declaration. For this project, mitigation reporting will be performed by the City of Sacramento in accordance with the monitoring and reporting program developed by the City to implement AB 3180.

This Mitigation Monitoring Plan is being prepared for the Community Development Department, Environmental Planning Services, 300 Richards Boulevard, 3rd Floor, Sacramento, CA 95811, pursuant to the California Environmental Quality Guidelines, California Public Resources Code 21081.

- Project Name (number):** Reichmuth Park Phase 2 Improvement Project (#L19153101)
- Project Location:** The project site is located within Reichmuth Park in south Sacramento, east of Interstate 5. Reichmuth Park is bounded by 43rd Avenue on the north, Gloria Drive to the west, residences and Silver Lake Drive to the south and residences fronting South Land Park Drive on the east .
- Project Description:** The proposed Project would update and replace several of the existing park facilities, and create a new disc golf course. Several existing facilities would be removed, including a Water Play Area, play structure, wooden benches and concrete ramps. New facilities would include picnic tables, turf, a Water Mister Area, playground equipment and signs. Two existing ADA parking spaces would be improved and resurfaced. A 18-hole disc golf course is planned, although initially only 9 holes would be installed.

**MITIGATION MONITORING PLAN CHECKLIST FOR THE
 REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101)**

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AIR QUALITY				
<p>AQ-1 The following Basic Construction Emission Control Practices (BCECP) shall be implemented during project construction:</p> <ul style="list-style-type: none"> • Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. • Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered. • Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited. • Limit vehicle speeds on unpaved roads to 15 miles per hour (mph). <p>The following practices describe exhaust emission control from diesel powered fleets working at a construction site. California regulations limit idling from both on-road and off-road diesel powered equipment. The California Air Resources Board enforces the idling limitations.</p> <ul style="list-style-type: none"> • Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site. <p>Although not required by local or state regulation, many construction companies have equipment inspection and maintenance programs to ensure work and fuel efficiencies.</p> <ul style="list-style-type: none"> • Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated. 	<p>Prior to and during construction</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Community Development Department</p> <p>and</p> <p>Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AQ-2 Route and schedule construction traffic to avoid peak travel times as much as possible to reduce congestion and related air quality impacts caused by idling vehicles along local roads.	Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Parks and Recreation and Contractor		
AQ-3 Sacramento Metropolitan Air Quality Management District's Rule 403 - Fugitive Dust would be followed. The general requirements of Rule 403 are: 301 Limitations: A person shall take every reasonable precaution not to cause or allow the emissions of fugitive dust from being airborne beyond the property line from which the emission originates, from any construction, handling or storage activity, or any wrecking, excavation, grading, clearing of land or solid waste disposal operation. Reasonable precautions shall include, but are not limited to: 301.1 Use, where possible, of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the construction of roadways or the clearing of land. 301.2 Application of asphalt, oil, water, or suitable chemicals on dirt roads, materials stockpiles, and other surfaces which can give rise to airborne dusts. 301.3 Other means approved by the Air Pollution Control Officer.	Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Parks and Recreation and Contractor		
BIOLOGICAL RESOURCES				
BIO-1A. The recommendations provided in February 2015 arborist reports shall be implemented, including: 1. Trees located within a fairway or other high traffic area within the project area and that are rated 0 or 1 shall be removed. 2. A 100-foot diameter zone where there will be no public foot traffic	Mitigation measures shall be included in all construction documents for	City of Sacramento Department of Parks and Recreation		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>shall be provided around all Western Cottonwood trees within the project site, as recommended in Chart B of the arborist report.</p> <p>3. If the fairways or other heavily trafficked project components would include any trees that are not included in Chart B, those trees shall be re-evaluated using Level 2 or 3 inspection. If any such trees are rated 0 or 1, they shall be avoided or removed.</p> <p>B. Prior to siting the second 9 fairways, additional Level 2 or 3 inspections of trees within the potential fairway or other heavily trafficked areas shall be conducted by a qualified arborist. The recommendations of the arborist for the removal or avoidance of dangerous limbs or trees and the protection of trees to be retained shall be implemented. To the extent feasible, oak trees with a 11.5-inch dbh or greater and other trees with a 32-inch dbh or greater that are healthy (i.e., rated 3 or better) shall not be removed.</p> <p>C. The “General Recommendations during Development” in the February 2015 arborist report shall be implemented for all trees within the project area that will be retained.</p>	<p>implementation during construction</p> <p>Prior to siting the 2nd 9 fairways, additional Level 2 or 3 inspections to be carried out</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>and Contractor</p> <p>City of Sacramento Department of Parks and Recreation</p> <p>City of Sacramento Department of Parks and Recreation and Contractor</p>		
<p>BIO-2 Although the impact on northern California black walnut would be less than significant, it is recommended that, prior to construction, surveys be conducted during its bloom period or leaf-out (whichever occurs first). The bloom period for this latter species is April to May. Alternatively, a qualified arborist may be able to identify the taxon prior to blooming or leaf-out. If individual northern California black walnut trees are found, vegetation clearance and ground disturbance should be avoided within 20 feet of the trees if feasible. If avoidance is not feasible, seeds should be collected from other nearby northern California black walnut trees later in the year and planted at appropriate locations</p>	<p>Survey prior to construction</p> <p>Seed collection, planting and monitoring after construction is completed</p>	<p>City of Department of Parks and Recreation</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
elsewhere within Reichmuth Park nature area. The replacement plantings should be at a ratio of no less than 5:1 (i.e., 5 seeds planted and protected for each northern California black walnut removed). Protection (e.g., wire cages) should be used for the first three years of growth to reduce potential adverse effects from herbivory (i.e., rodent damage).				
<p>BIO-3A. Preconstruction surveys for nesting special-status birds, raptors protected under Section 3503.5 of the California Fish and Game Code, and other migratory birds shall be conducted prior to any vegetation clearing or other ground disturbance associated with the proposed Project. The preconstruction surveys shall be conducted by a qualified consulting biologist under a two-visit protocol with the first visit occurring no more than 14 days prior to initiation of project construction. The second visit shall occur within the 3 days prior to initiation of the project. If no nesting raptors, migratory birds or special-status birds are identified, then no further action is required.</p> <p>B. If nesting Swainson’s hawks are found, project construction shall not be initiated until it can be demonstrated by a qualified biologist that the young-of-the-year are no longer dependent upon the nest site. If other nesting raptors are found, an exclusion zone around each nest shall be established such that no project disturbance occurs within 300 feet of the nests until the young-of-the-year are no longer dependent upon the nest site. Lastly, if nesting song sparrows or other nesting migratory or special-status birds are found, an exclusion zone around each nest shall be established that precludes any project disturbance within 100 feet of the nests until the young-of-the-year are no longer dependent upon the nest site. Alternatively, project construction may be delayed until after August 15, when all local nesting birds are assumed to have completed nesting.</p> <p>C. If project construction commences after August 15, when all local nesting birds are assumed to have completed nesting, no surveys would be required.</p>	<p>Survey prior to construction</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		
BIO-4 A preconstruction survey for hoary bat and western red bat shall be conducted by a qualified consulting biologist within three days prior to initiation of the project. If roosting bats are found, white plastic shall be placed under the roost	Survey prior to construction	City of Sacramento Department of		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>sites to create glare that encourages the bats to seek roost sites elsewhere (given that these species typically select roost sites over dark ground cover). Once the bats are confirmed as having left the site, construction can begin in the affected area.</p>	<p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>Parks and Recreation and Contractor</p>		
CULTURAL RESOURCES				
<p>CUL-1 If buried cultural or paleontological resources, such as chipped or ground stone, historic debris, building foundations or fossils, are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archaeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City. If human burials are encountered, all work in the area shall stop immediately and the Sacramento County Coroner's office shall be notified immediately. If the remains are determined to be Native American in origin, both the Native American Heritage Commission and any identified descendants will be notified and recommendations for treatment solicited (14 CCR 15064.5; California Health and Safety Code 7050.5; PRC 5097.94 and 5097.98).</p>	<p>Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		
HAZARDS				
<p>HAZ-1 To minimize impacts from the handling and use of potentially hazardous materials, the contractor shall follow all necessary precautions according to the applicable California Health and Safety Codes to prevent any spill of a toxic or hazardous substance. If evidence of contaminated soils is discovered during grading, work in the vicinity of the contaminated area shall cease until the suspected contaminated soils are characterized and remediated. Hazardous or contaminated materials may be removed and disposed of from the project site only in accordance with the following provisions:</p>	<p>Prior to and during construction Mitigation measures shall be included in all construction documents for implementation</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>A. All work is to be completed in accordance with the following regulations and requirements:</p> <ul style="list-style-type: none"> i. Chapter 6. 5, Division 20, California Health and Safety Code; ii. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials; and iii. City of Sacramento Building Code and the Uniform Building Code. <p>B. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.</p> <p>C. Any hazardous materials shall be disposed of at an approved disposal site and shall be hauled only by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The contractor shall identify by name and address the toxic substances disposal site. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.</p>	during construction			
HYDROLOGY AND WATER QUALITY				
<p>ER 1.1.7 Construction Site Impacts. The City shall minimize disturbances of natural water bodies and natural drainage systems caused by development, implement measures to protect areas from erosion and sediment loss, and continue to require construction contractors to comply with the City’s erosion and sediment control ordinance and stormwater management and discharge control ordinance.</p>	<p>Prior to and during construction</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation</p> <p>and</p> <p>Contractor</p>		



Requires Council Approval: No YES Meeting: 7-12-16

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Public Project Formal Bid-Construction	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$215,148.13		Original Doc Number:
Other Party: TJR RESOURCES, INC.		Certified Copies of Document::
Project Name: REICHMUTH PARK PHASE 2 IMPROVEMENTS		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: L19153101 Bid Transaction #: B16190021021		LBE: 5%

Department Information

Department: **Parks and Recreation** Division: **PPDS**
 Project Mgr: **JASON WIESEMANN** Supervisor: **GARY HYDEN**
 Contract Services: **Tim Hopper** Date: **4-26-16** Division Mgr: **GARY HYDEN**
 PM Phone Number: **808-7634** Org Number: **19001121**

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	TH FOR JW <i>TH</i>	5-31-16
Accounting:		
Contract Services:	Tim Hopper <i>TH</i>	5-20-16
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	S. Patterson	

Call Tim Hopper x8173 Notify for Pick Up

Authorization	Signature or Initial	Date
Christopher C. Conlin Department Director:		
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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

For City Clerk Processing

Finalized:
Initial: _____
Date: _____

Imaged:
Initial: _____
Date: _____

Received:
(City Clerk Stamp Here)

B16190021021

**CONTRACT SPECIFICATIONS
FOR
REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

Plans Attached

For Pre-Bid Information Call:
Jason Wiesemann, Project Manager
(916) 808-7634

Bids to be received before
2:00 PM, Wednesday,
MAY 18, 2016
New City Hall
Clerk's Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: \$214,000.00- \$236,000.00

Construction Time: FORTY FIVE (45) WORKING DAYS PLUS THIRTY (30) CALENDAR DAYS
FOR PLANT ESTABLISHMENT

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

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**City of Sacramento
Formal Bid / Proposal Delivery Options**

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk’s Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

Effective April 17, 2009, the City of Sacramento’s receiving hours are 8am to Noon Monday through Friday. If sending bids via Option 2 - Expedited Services, the bid must be delivered prior to noon or it will not be delivered until the following business day. The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95812-2391
2.	Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **MAY 18, 2016** and will be opened as soon thereafter as business allows, in the 2nd floor Hearing Room, Historic City Hall for:

**REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

**REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

You can view and download the plans and Contract Documents from:

PLANET BIDS

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of

the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC
WORKS PROJECTS**

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

h:\documents\contract mgmt\reichmuth park ph2 improvements\contract docs_planet bids\08-
california labor code relating to apprentices on public works projects.docx

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

TJR RESOURCES, INC.

Name of Contractor

11257 COLOMA ROAD, SUITE B7, RANCHO CORDOVA, CA 95670

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento

("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

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

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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

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

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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


Signature of Authorized Representative

5/20/2016
Date

THOMAS E. MURPHY
Print Name

PRESIDENT
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- 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

- 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 . . .

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

B16190021021

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

CONTRACTOR NAME: TJR RESOURCES INC.

**TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**BID PROPOSAL
 REICHMUTH PARK PHASE 2 IMPROVEMENTS
 (L19153101)**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Temporary Construction Fence	1	LS	<u>\$2,868.75</u>	<u>\$2,868.75</u>
2	Clearing and Grubbing	1	LS	<u>\$5,089.16</u>	<u>\$5,089.16</u>
3	Tree Trimming and Removal	1	LS	<u>\$3,683.04</u>	<u>\$3,683.04</u>
4	Erosion and Sediment Control	1	LS	<u>\$3,756.94</u>	<u>\$3,756.94</u>
5	Demolition	1	LS	<u>\$6,644.03</u>	<u>\$6,644.03</u>
6	Grading	1	LS	<u>\$6,139.13</u>	<u>\$6,139.13</u>
7	Sump	1	LS	<u>\$21,326.29</u>	<u>\$21,326.29</u>
8	Aggregate Base	1	LS	<u>\$5,129.33</u>	<u>\$5,129.33</u>
9	Concrete Flatwork	1	LS	<u>\$10,784.21</u>	<u>\$10,784.21</u>
10	Concrete Ramp	1	LS	<u>\$1,302.41</u>	<u>\$1,302.41</u>
11	Play Area Access Ramp	1	LS	<u>\$1,302.41</u>	<u>\$1,302.41</u>
12	Retaining Wall	1	LS	<u>\$5,091.46</u>	<u>\$5,091.46</u>
13	Play Area Curb	1	LS	<u>\$6,550.62</u>	<u>\$6,550.62</u>

14	Sand Blasted Numbers	1	LS	<u>\$1,359.79</u>	<u>\$1,359.79</u>
15	Asphaltic Concrete Pavement	1	LS	<u>\$5,737.50</u>	<u>\$5,737.50</u>
16	Play Equipment	1	LS	<u>\$30,478.66</u>	<u>\$30,478.66</u>
17	Rubber Mat Under Swings	1	LS	<u>\$2,550.96</u>	<u>\$2,550.96</u>
18	Playground Wood Fiber	1	LS	<u>\$19,369.80</u>	<u>\$19,369.80</u>
19	Handrails	1	LS	<u>\$2,868.75</u>	<u>\$2,868.75</u>
20	Disc Golf Baskets	1	LS	<u>\$20,571.69</u>	<u>\$20,571.69</u>
21	Signage	1	LS	<u>\$459.00</u>	<u>\$459.00</u>
22	Bench	1	LS	<u>\$10,271.90</u>	<u>\$10,271.90</u>
23	Pavement Striping and Markings	1	LS	<u>\$1,998.95</u>	<u>\$1,998.95</u>
24	Mitigation Measures	1	AL	<u>\$500.00</u>	<u>\$500.00</u>

BASE BID SUBTOTAL \$175,334.75

S/B \$ 175,834.78
JJA

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Remove Concrete Water Feature, Replace with Turf and Irrigation	1	LS	\$39,313.35	\$39,313.35

ADDITIVE ALTERNATE SUBTOTAL \$39,313.35

BASE BID PLUS ADDITIVE ALTERNATE TOTAL \$214,648.10

S/B \$ 215,148.13

CONTRACTOR NAME: TJR RESOURCES INC.

JJA TOTAL **\$214,648.10**

JJA 215,148.13

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY FIVE (45) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid Proposal. When such a mathematical error appears on the face of the Bid Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's Estimate of the estimated quantities of work to be performed as items of work.

If the Bid Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid Proposal shall be disregarded.

BIDDER'S DECLARATION

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
 - a. a principal business office or workspace; or
 - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

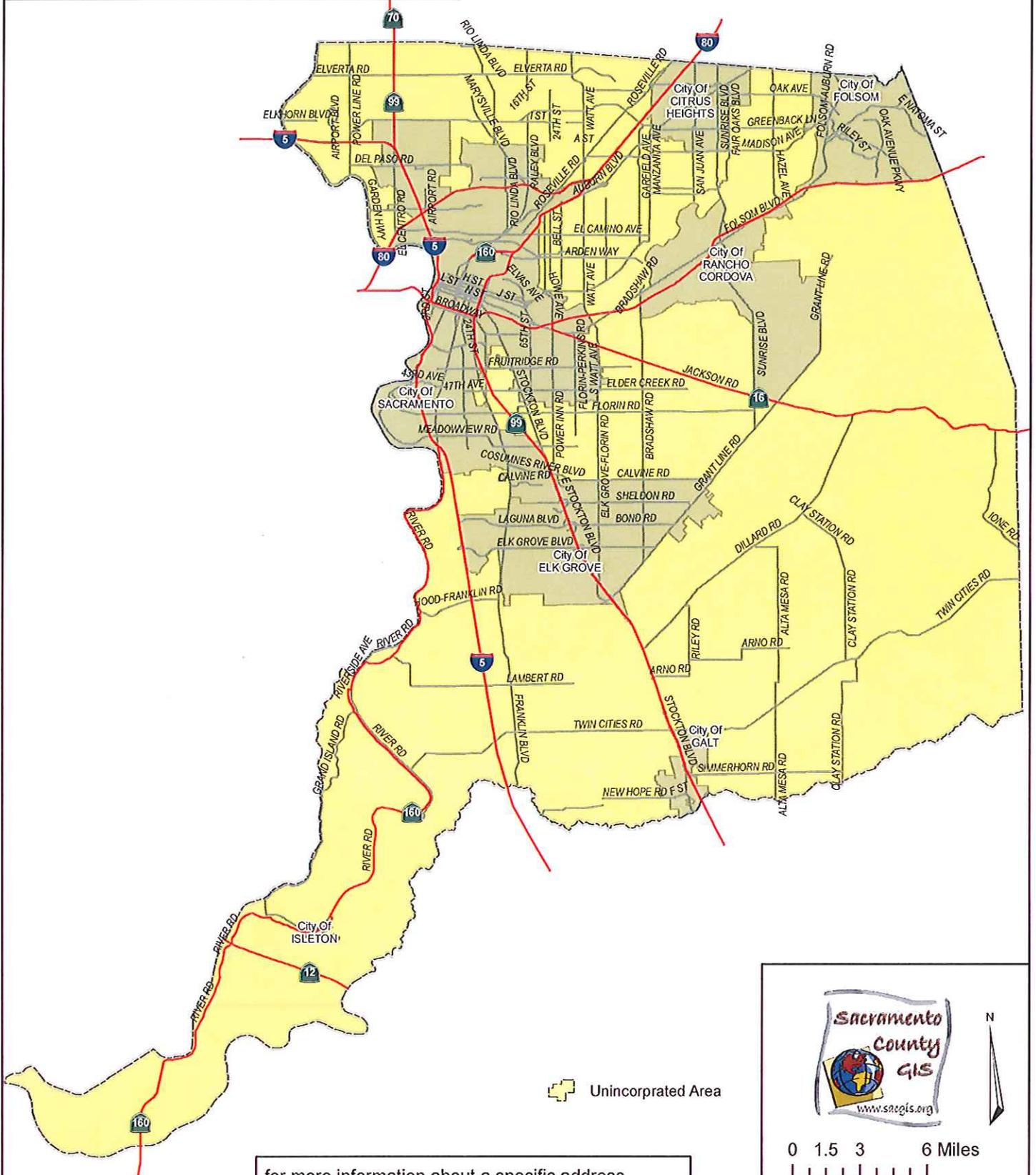
deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

UNINCORPORATED AREAS



for more information about a specific address
 visit our Assessor Parcel Viewer at www.sacgis.org



 Sacramento County GIS

www.sacgis.org

0 1.5 3 6 Miles

Doc Date: December, 2010

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On May 17, 2016 before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

personally appeared Melissa D. Diaz,
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 _____

(Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOWALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Melissa D. Diaz, Katherine Gordon, Joseph H. Weber, John J. Weber, Shawna Johnson, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17th day of May, 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.01/15)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

#989449 A, B 12/31/2017

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes

No

Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes

No

Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes

No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 4 of 6

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at 11257 Coloma Rd Rancho Cordova, CA 95670, on 5/10/2016.
(Location) (Date)

Signature: MCM

Print name: THOMAS E. Murphy

Title: PRESIDENT

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

B16190021021

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and TJR RESOURCES, INC., 11257 COLOMA ROAD, SUITE B7, RANCHO CORDOVA, CA 95670 ("Contractor") in the amount of: TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND THIRTEEN CENTS (\$215,148.13).

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

**REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

Including the Work called for in the following alternative bid items described in the Proposal Form:

ONE ADDITIVE ALTERNATE

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before FORTY FIVE (45) WORKING DAYS from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **\$1,000.00 for each calendar day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

- C. In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers’ Compensation insurance shall be required if Contractor completes the following certification:

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

- (1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

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

insurance shall be signed by an authorized representative of the insurance carrier.

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

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Contract approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically 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 delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 5/20/2016

BY [Signature]
THOMAS E. Murphy
Print Name
PRESIDENT / TREASURER / SECRETARY
Title

BY _____
Print Name NOT USED

Title 46-2041689

Federal ID# 3559463

State ID# 1024663

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 704876P

Premium: \$2651.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to TJR RESOURCES, INC., 11257 COLOMA ROAD, SUITE B7, RANCHO CORDOVA, CA 95670 as principal, hereinafter called Contractor, a contract for construction of:

**REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

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):*

Developers Surety and Indemnity Company, 17771 Cowan Ste. #100, Irvine, CA 92614-6044
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND THIRTEEN CENTS (\$215,148.13), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on 20th May, 2016.

TJR Resources, Inc.
(Contractor) (Seal)
By [Signature]
Title President

Developers Surety and Indemnity Company
(Surety) (Seal)
By [Signature]
Title Shawna Johnson, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

Agent name & Address InterWest Insurance Services, LLC
3636 American River Dr., 2nd Fl, Sacramento, CA 95864
Agent Phone # 916-488-3100
Surety Phone # 916-924-8656
California License # 0B01094

City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento _____)

On May 20, 2016 before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

personally appeared Shawna Johnson,
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 _____ (Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Melissa D. Diaz, Katherine Gordon, Joseph H. Weber, John J. Weber, Shawna Johnson, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of May, 2016

By: *Cassie J. Burrisford*
Cassie J. Burrisford, Assistant Secretary

Premium is included in the performance bond subject to adjustments based on final contract price

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: 704876P
Premium: Included in performance bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: TJR RESOURCES, INC., 11257 COLOMA ROAD, SUITE B7, RANCHO CORDOVA, CA 95670 hereinafter called Contractor, a contract for construction of:

**REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

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*):

Developers Surety and Indemnity Company, 17771 Cowan Ste. #100, Irvine, CA 92614-6044, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND THIRTEEN CENTS (\$215,148.13)**, 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 20th, May, 20 16.

TJR Resources, Inc.
(Contractor) (Seal)
By [Signature]
Title PRESIDENT

Developers Surety and Indemnity Company
(Surety) (Seal)
By [Signature]
Title Shawna Johnson, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address InterWest Insurance Services, LLC
3636 American River Dr., 2nd Fl, Sacramento, CA 95864
Agent Phone # 916-488-3100
Surety Phone # 916-924-8656
California License # 0B01094

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento _____)

On May 20, 2016 before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

personally appeared Shawna Johnson,
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 _____ (Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Melissa D. Diaz, Katherine Gordon, Joseph H. Weber, John J. Weber, Shawna Johnson, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of May, 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

5/20/2016

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 Brown & Brown Insurance Brokers of Sacramento, Inc P. O. Box 619043 Lic #0H38004 Roseville CA 95661-9043	CONTACT NAME: PHONE (A/C, No, Ext): 916-630-8643	FAX (A/C, No): 800-783-0083	
	E-MAIL ADDRESS:		
INSURED T J R Resources Inc P O Box 637 Rancho Cordova CA 95741	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest National Insurance Co.		10120
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER: 268262656** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						MED EXP (Any one person)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7600016363161	4/29/2016	4/29/2017	PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							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)

Evidence of Insurance.
Waiver of Subrogation Applies.
RE: Reichmuth Park Phase 2 Improvements (L19706009)

CERTIFICATE HOLDER City of Sacramento, Department of Public Works, Contracts Attn.: Tim Hopper 5730 24th Street, Bldg. 4, Sacramento, CA 95822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed prior to date of occurrence	For commercial construction and residential remodeling only - no new residential construction performed by or on behalf of the insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed prior to date of occurrence

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the BUSINESS AUTO COVERAGE FORM apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II - LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not otherwise insured for Business Auto Coverage. Coverage is extended up to a maximum period of 180 days following completion of acquisition or the legal formation of the business entity.

B. EMPLOYEES AS ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- e. An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

C. ADDITIONAL INSURED BY CONTRACT

Under SECTION II - LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- f. Any person or organization, with whom you have a written contract, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:
 - 1. You, while using a covered "auto."
 - 2. Any other person, while using a covered "auto" with your permission.

D. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A.2. **Coverage Extensions, a. Supplementary Payments**, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$300 a day because of time off from work.

E. LIMIT OF INSURANCE

With respect to this endorsement, SECTION II - LIABILITY COVERAGE, **C. Limit Of Insurance** is amended by adding the following:

- 1. The insurance provided by this endorsement is excess over any other collectible insurance available to you.

F. PHYSICAL DAMAGE - TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions a. Transportation Expenses is replaced by the following:

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you as a result of a total theft of a covered "auto" of the private passenger type. We will pay only for covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of policy expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions b. Loss of Use Expenses is amended as follows:

However, the most we will pay for any expenses for loss of use is \$65 per day subject to a maximum limit of \$975.

H. PERSONAL EFFECTS COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Personal Effects

The most we will pay is up to \$400 for loss of wearing apparel and other personal effects which are:

- a. owned by an "insured"; and
- b. in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto", or a total loss caused by fire, windstorm, vandalism or flood. We will pay only for covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

No deductibles apply to this coverage.

I. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.a. is replaced by the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The mechanical breakdown exclusion does not apply to the repair of an airbag due to accidental discharge.

J. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, paragraph a. is amended by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. any partner, if you are a partnership; or
3. any executive officer or insurance manager, if you are a corporation.

K. BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property 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.

L. UNINTENTIONAL ERRORS OR OMISSIONS; OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

M. HIRED CAR - WORLDWIDE COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Policy Period, Coverage Territory is amended by adding the following:

We will pay all sums an "Insured" legally must pay as damage because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for 30 days or less.

With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (1) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions;
- (2) You will not make any settlement without our consent; and
- (3) We will reimburse you for:
 - (a) the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies;
 - (b) all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits"; and

Our reimbursement obligation for the sum of all damages imposed on you and expenses incurred by you shall be limited to the amount stated in the policy as the applicable limit of our liability for damages.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/29/2016

Policy No. 7600016363161

Endorsement No. 001

Insured: TJR Resources Inc

Premium \$ INCL.

Insurance Company: Everest National Insurance Company

Countersigned By: _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

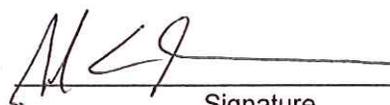
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 5/20/2016

Contractor TJR Resources, Inc

By 
Signature

PAY REQUEST APPLICATION

PROJECT: REICHMUTH PARK PHASE 2 IMPROVEMENTS
 CONTRACTOR: TJR RESOURCES, INC.
 PURCHASE ORDER NO.: _____ COST CENTER (PROJ NO.): L19153101
 INVOICE NO.: 1 PERIOD ENDING DATE: 1/ /2016

ORIGINAL CONTRACT AMOUNT: \$215,148.13
 CHANGE ORDER NO. 1 _____
 CHANGE ORDER NO. 2 _____
 CHANGE ORDER NO. 3 _____
 CHANGE ORDER NO. 4 _____
 NET CHANGE BY CHANGE ORDERS: _____
 TOTAL ADJUSTED CONTRACT AMOUNT TO DATE: \$215,148.13
 BALANCE OF CONTRACT TO FINISH: \$215,148.13
 TOTAL WORK COMPLETED: _____
 LESS 5% RETENTION: _____
 LESS PREVIOUS PAYMENTS: _____
 AMOUNT DUE THIS INVOICE: _____

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
By (Prime Contractor) _____ Date: _____

Submit To: Department of Parks and Recreation
Park Planning and Development Services
915 "I"(eye) Street, 5th Floor
Sacramento, CA 95814

Approved
By (Resident Const. Inspector) _____ Robert Rueff Date: _____
 Approved
By (Project Manager) _____ Dennis Day Date: _____
 Approved
By (Labor Compliance) _____ Date: _____

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

SCHEDULE OF VALUES

PROJECT NAME: REICHMUTH PARK PHASE 2 IMPROVEMENTS
CONTRACT NO.: L19153101
CITY PROJ. NO.:
FUNDING:
CONTRACTOR: TJR RESOURCES, INC.
ADDRESS: 11257 COLOMA ROAD, SUITE B7
 RANCHO CORDOVA, CA 95670
PHONE NO.: (888) 423-7789



Pay Request Number 1
 Work Performed Thru 1/1/2016
 Date Pay Request was Submitted 1/1/2016
 Number of Contract Days Expended 5

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence	1	LS	2,868.75	\$2,868.75									
2	Clearing and grubbing	1	LS	5,089.16	\$5,089.16									
3	Tree Trimming and Removal	1	LS	3,683.04	\$3,683.04									
4	Erosion and Sediment Control	1	LS	3,756.94	\$3,756.94									
5	Demolition	1	LS	6,644.03	\$6,644.03									
6	Grading	1	LS	6,139.13	\$6,139.13									
7	Sump	1	LS	21,326.29	\$21,326.29									
8	Aggregate Base	1	LS	5,129.33	\$5,129.33									
9	Concrete Flatwork	1	LS	10,784.21	\$10,784.21									
10	Concrete Ramp	1	LS	1,302.41	\$1,302.41									
11	Play Area Access Ramp	1	LS	1,302.41	\$1,302.41									
12	Retaining Wall	1	LS	5,091.46	\$5,091.46									
13	Play Area Curb	1	LS	6,550.62	\$6,550.62									
14	Sand Blasted Numbers	1	LS	1,359.79	\$1,359.79									
15	Asphaltic Concrete Pavement	1	LS	5,737.50	\$5,737.50									
16	Play Equipment	1	LS	30,478.66	\$30,478.66									
17	Rubber mats Under Swings	1	LS	2,550.96	\$2,550.96									
18	Playground Wood Fiber	1	LS	19,369.80	\$19,369.80									
19	Handrails	1	LS	2,868.75	\$2,868.75									
20	Disc Golf Baskets	1	LS	20,571.69	\$20,571.69									
21	Signage	1	LS	459.00	\$459.00									
22	Bench	1	LS	10,271.90	\$10,271.90									
23	Pavement Striping and Markings	1	LS	1,998.95	\$1,998.95									
24	Mitigation Measures	1	Allow	500.00	\$500.00									
A1	Remove Concrete Water Feature, Replace with Turf and Irrigation	1	LS	\$39,313.35	\$39,313.35									
1	CCO#1													1.00

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		Total Work Completed		Balance of Contract			
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
2	CCO#2													1.00		
3	CCO#3													1.00		
4	CCO#4													1.00		
Original Contract Amount					\$215,148.13											
CCO Adjusted Contract Amount					\$215,148.13	\$215,148.13	Previous Total		Total This Estimate		Total to Date		Balancing Total			
							Previously Paid									

GUARANTEE

We hereby guarantee the: **REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)**

City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 5/20/2016

Signed: 

THOMAS E. MURPHY
Printed Name

TJR Resources, Inc
Company

11257 Coloma Rd Ste B7
Address

Rancho Cordova, CA 95670

B16190021021

SPECIAL PROVISIONS



Park Design and Development Standards
City of Sacramento – Department of Parks and Recreation
Park Planning & Development Services

SPECIAL PROVISIONS FOR:

REICHMUTH PARK - PHASE 2 IMPROVEMENTS
(L19153101)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of developing the Second phase, of Reichmuth Park in Sacramento at *6135 Gloria Drive*. The improvements will consist of 0.9 acres, (Demolition, tree removal, grading, drainage, irrigation, landscaping, concrete walkways, playground renovation, 9-hole disc golf course, ADA improvements, signage and site furnishings.)

B. COMPLETION TIME

The time for the completion of all work is 45 (forty five working days) from the Notice to Proceed for substantial completion and 30 (thirty calendar days) *for* plant establishment. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. SPECIFICATIONS

The work to be performed under this contract shall be done in accordance with the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications" as modified by these Special Provisions, which shall apply to all work.

- i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.
- ii. Standard Specifications Section 2-9 SUBCONTRACTORS, add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

If a prime Contractor fails to specify a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract which portion exceeds one-half of one percent of the prime Contractor's total bid, the prime Contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime Contractor shall perform that portion himself or herself.

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

Add the following after the last paragraph of the Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR with the following:

Contractor shall cooperate with the Landscape Architect, inspectors, and with other Contractors in every way possible. The Inspectors shall designate sequence of construction in case of controversy between Contractors.

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

Delete the paragraph following Section heading 8-1 and replace it with the following: "The City shall determine quantities of work acceptable under the terms of the contract. Not more than once per month the Contractor shall present to the City a statement showing the amount of labor and materials incorporated into the work."

v. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.

vi. Standard Specifications Section 7 PROSECUTION AND PROGRESS. Add the following after the last paragraph of the Standard Specifications. Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES. Contractor shall submit with each Pay Request Application an updated Work Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

D. SUBCONTRACTORS

The Contractor shall comply with Section 2-9 of the Standard Specifications.

E. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract. The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall be not be used for payment. Unit prices provided on the schedule of unit prices are for information only and may be used as a basis for determining costs in changes in the work.

F. TIME OF AWARD

Section 3-2, "Time of Award: of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within ninety (90) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to **Jason Wiesemann**, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-7634 FAX (916) 808-8275, email jwiesemann@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Landscape Architect any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Landscape Architect at least seven (7) calendar days before the bid opening date.

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

The Contractor, after delivery of the contract and at least three (3) calendar days before beginning work, shall notify the Construction Inspector and arrange a pre-job conference. The Contractor shall submit to the Park Construction Inspector construction progress schedules in accordance with Section 7-2 of the Standard Specifications.

I. WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. The quality of materials and workmanship shall be in accordance with the provisions of Section 5-17 of the Standard Specifications. Appearance of the finished work is of primary importance in all phases of this project. Any portion of the work may be rejected due to appearance.

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Landscape Architect. The Contractor shall, within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation**, submit for the review of the Landscape Architect, materials, products, equipment and services which differ in any respect from the materials, products, equipment and services specified. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Landscape Architect shall be the sole judge as to the quality and suitability of substitutions and his/her decision is final. Requests for substitutions will not be entertained or considered by the Landscape Architect during the bidding period. No delay or extension of the contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of request for substitution.

After an approval for a substitution is given, the Contractor shall be responsible for any variation of dimensions, locations, connections, sizes and openings, type and construction of substrate or support to receive materials, etc. The Contractor shall furnish and install any and all additional materials as may be required to perform a complete job without additional cost to the City.

Request for approval shall, in addition to following the directions described above, list any and all deviations in the quality, criteria, characteristics or dimensions from the specified item or items. Any deviations in the quality, criteria, characteristics or dimensions that do not appear in the request for approval and subsequently appear in the shop drawings or in the product or installation, may cause the Contractor to be directed to remove the item or items in total and at his expense, and to provide and install the item or items as originally specified. The mere mention in the request for approval that the item or items will be in accord with the manufacturer's specification or catalog will not be sufficient to alter the specifications unless approval is given to requests, which specifically list in the requesting letter where deviations in the quality, criteria, characteristics or dimensions exist.

K. ACCIDENT PREVENTION

The Contractor's attention is directed to Section 6-9 of the Standard Specifications, which requires compliance with all requirements of the California Occupational Safety and Health Act.

L. LOCATION OF EQUIPMENT AND PIPING

Drawings showing locations of equipment, piping, valves, sprinkler heads, and other appurtenances are diagrammatic only. When installation deviates from the plans and specifications, the Landscape Architect shall be notified for approval. The Contractor will be held responsible for deviations made without first obtaining the Landscape Architect's approval, and shall remove and relocate such items at his own expense if so directed by the Park Construction Inspector.

M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 - DATED MARCH 26, 1970

Upon the written request of the Contractor and upon written approval by the City Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Landscape Architect, and thereafter, except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the City Landscape Architect will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for repairing or replacing defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council, or during the applicable guarantee period.

N. CONFLICTS

This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF FACILITIES

The Contractor shall be directed to Section 7-7 of the Standard Specifications, which shall also include protecting the work and materials to be used thereon from damage or loss due to theft, vandalism and malicious mischief. The Contractor shall be held responsible for such damages or loss, which he shall remedy at his expense.

P. PROTECTION OF DRAINAGE FACILITIES

The Contractor shall maintain all new drainage facilities so storm drainage runoff into the new system is clean. Use straw bales around inlets to minimize sediment infiltration during rainy season and control irrigation schedule to minimize runoff during initial planting of turf.

Q. CLEANING

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees work, and at the completion of work, he shall remove all his rubbish from and about the site and all his tools, scaffolding and surplus materials, and shall leave his work area, including all sidewalks and paving areas "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. The Contractor at his expense shall remove spillage resulting from hauling operations along or across any public traveled way immediately. Water or dust palliative shall be applied if ordered by the Park Construction Inspector for the alleviation or prevention of dust nuisance. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

R. SUBMITTALS

In accordance with the provisions of Section 5-7, Standard Specifications of the City of Sacramento(except where noted below), the Contractor shall furnish the Landscape Architect with such shop drawings and other descriptive materials as may be necessary to adequately describe the equipment, material, and fabricated items proposed to be furnished under this contract, and to determine their compliance with the specifications, design, and arrangement shown on the contract drawings. Items to conform to Special Provisions and may include but not limited to:

<u>Item</u>	<u>Product Data</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
Concrete Pavement	X		X
Aggregate Base	X		
Expansion Joint Materials	X		
Benches	X		
Import Fill Dirt	X		X
Handrails	X	X	
Disc Golf Equipment	X	X	
Remote Control Valves	X		
Valve Boxes & Lids	X		
Rotors	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		

Irrigation Piping	X		
Control Wire & Connectors	X		
Playground Wood Fiber	X		
Soil Amendments	X		X
Pre-emergent	X		
Mulch	X		X
Lawn Sodding	X		
Plant Materials	X		
Landscape Fabric and Staples or Fasteners	X		
Concrete Wheel Stops			
All Playground Equipment & Materials	X		

One (1) copy of such submittals shall be furnished for review by the Landscape Architect, a **digitally scanned copy** will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for fulfillment of the contract as prescribed.

S. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible Mylar "as-built" drawing with all deviations from the original recorded thereon (layout and grades included). This "as-built" shall be found to be of acceptable quality by the Landscape Architect. Upon request, the City shall supply the Contractor with a Mylar base map for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

T. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C27" License, or a General Engineering Contractor "A" License with a qualified subcontractor "C27" Licensed. The "C27" contractor shall have previous park construction experience, and shall be required to install the irrigation and landscaping for municipal projects. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

Contractor shall repair and replace to City standards any existing asphalt or concrete pavements damaged during construction activities at no expense to the City. These pavement areas include street, curb and gutter, sidewalk and park path. Contractor shall meet with City inspector prior to construction activities to document existing conditions of these paved areas.

V. PROJECT COORDINATION

Contractor shall complete all general coordination with the Project Manager the Inspector and other staff as necessary to complete the Project in an efficient workmanlike manner; Submittals; Record Drawings; Maintenance of Traffic, Public Safety, and Convenience; Protection of Existing Improvements; Construction Facilities and Temporary Controls; Temporary Electricity; Project Closeout; and Operation and Maintenance Data for this project.

W. City Code 3.60.020 Determination of lowest responsible bidder

Where any provision of the city charter or this chapter requires competitive bidding and award of the contract for a public project to the lowest responsible bidder, the lowest responsible bidder shall be determined as follows:

a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality of a public project to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract; (iii) the ability of the bidder to perform the contract within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; and (v) the quality of the bidder's performance on previous contracts with the city.

b. The City Council may by resolution, from time to time, adopt standard minimum qualifications for bidders on competitively bid contracts for public projects. If such standard minimum qualifications are included in the bid specifications for a contract, no bidder shall be considered "responsible" unless it is determined to be responsible in consideration of the factors set forth in subsection A, above, and also meets such standard minimum qualifications at the time of bid opening. The adoption and use of standard minimum qualifications shall not in any way limit or affect the city's ability to: (i) review information contained in a bid, and additional relevant information, and determine whether the bidder is a responsive and/or responsible bidder; or (ii) establish different and/or additional qualification requirements for specific contracts.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the City's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business enterprise** program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price

preferences. (Ord. 2002-013 § 2; Ord. 99-007 § 3; prior code § 58.01.102). A 5% minimum LBE Participation is required for this project. LBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.

- X. LBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.
- Y. All publicly bid projects are subject to Performance and Payment Bonds.
- Z. California Business and Professions Code, Section 7059 states that the Public Works agency has the authority to select classifications for the project.
- AA. Contractor registration with the Department of Industrial Relations Required pursuant to Senate Bill 854 all contractors and subcontractors are required to register with the Department of Industrial Relations (DIR) to be eligible to bid on all public works projects.

II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 – Temporary Construction Fence

This item shall consist of furnishing, installing and maintaining a temporary 6' Chain Link Construction Fence around the construction areas shown on the Plans in conformance with Section 10 of the Standard Specifications.

Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Temporary Construction Fence to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 2 – Clearing and Grubbing

This item shall consist of clearing and grubbing as shown on the plans in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All existing grass, weeds, groundcover, shrubs, and bark shall be removed as shown on the plans including roots and attached soil and debris and all other objection material within the planting areas and adjacent concrete flatwork shall be removed.
- B. Disc Golf Fairway Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All existing grass, weeds, groundcover, shrubs, and bark shall be removed as shown on the plans. Contractor shall clear fairways within nature area by hand and not use machinery such as excavator, dozer, etc. Contractor shall minimize

impacts to the nature area.

- C. Debris - All resulting landscape, soil and removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Clearing and Grubbing as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 3 – Tree Trimming and Removal

This item shall consist of Tree Removal in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. Certified Arborist –All tree work to be performed by a certified arborist.
- B. Tree Removal near Play Area -Trees to be removed are shown on the plans. Contractor shall flag all trees to be removed and receive approval from Landscape Architect before proceeding with removal. Removal of trees shall include removal of stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field. Removed trees shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense.
- C. Tree Removal in Nature Area -Trees to be removed are shown on the plans. Contractor shall flag all trees listed on the arborist report and tag those to be removed. Contractor must receive approval from Landscape Architect before proceeding with removal. Stumps may be left to minimize impact to natural area. Tree trunks and branches over 10" diameter may be used to line the fairways at the Landscape Architect's discretion. Removed trees shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense. See Attachment B: Arborist Report for additional information.
- D. Tree Trimming - Trees identified on plans shall be trimmed per Arborist Report. Tree Trimmings shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense.
- E. Debris all resulting debris shall become the property of the Contractor and legally disposed of off the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Tree Removal and Trimming as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 4 – Erosion and Sediment Control

This item shall consist of Erosion and Sediment Control at the locations indicated on the plans in conformance with the City Standard Specifications.

- A. Storm Water Pollution Prevention Plan (SWPPP) – Not required for this project since it is less than one acre.
- B. BMP Maintenance and Maintenance Log – Not required for this project since it is less than one acre.
- C. Housekeeping Practices shall be implemented as follows:
 1. Solid Waste Management procedures shall include designated waste collection areas and containers in areas indicated. Arrange for regular removal and disposal from the site of solid waste. On a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus building materials, as well as domestic waste. Solid Waste Containers shall have a lid/ cover and shall covered it at the end of each work day or when its windy.
 2. Material Delivery and Storage Area shall be designated and provided with a secondary containment method, as with berms. Store material on pallets and provide covering or water tight containers for soluble materials. Locate materials in a lockable storage contain or other secure enclosure to insure items cannot be vandalized or displaced during nonworking hours. Inspect area weekly and 48 hours prior to a storm event. If a spill is discovered the contractor shall first notify the contractor's and the City's QSP immediately and then have the QSP provide direction on how the spill should be cleaned up and if testing will be required.
 3. Concrete Waste Area shall be designated and provide for a temporary pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete. If the contractor is has a designated area for the concrete washout on site the contractor shall cover and divert rain water from entering into the washout area. The contractor can use a mobile concrete washout or other similar concrete washout system.
 4. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal. A second containment system shall be used to minimize pollutants from escaping the washout areas. In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants.
 5. Vehicle Fueling, Maintenance and Cleaning shall be located in a designated area with a secondary containment, as with berms. . In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.

6. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products. A list of materials expected to be used is listed in the SWPPP. If additional items or items need to be removed the contractor shall notify the City QSP.
7. Dust Control: The Contractor shall comply with all City and County of Sacramento, State of California air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Inspector to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.
8. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project. In addition the contractor shall take measures to eliminate any water with pollutants from entering the project site as 'run-on'. The contractor shall be responsible for erosion and sediment control at all times during (working hours) and during normal working days, excluding evenings, weekends and holidays. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.
9. Non-Storm Water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Inspector.
10. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays, and before a predicted rain event.

Daily all paved areas within the limits and surrounding the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

- D. Construction site shall be prepared by the Contractor prior to the start of construction and shall have erosion and sediment control measures in place until the project is complete. Contractor shall ensure to have all erosion and sediment control measures.
- E. Erosion and sediment control measures shall be installed and maintained before the start of construction begins and until disturbed areas are stabilized. All erosion and sediment control measures shall be checked and maintained by the contractor on a minimum of a weekly basis, before and after and during all storms to ensure measures are functioning properly.

Payment shall be made at the lump sum bid price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Erosion and Sediment Control as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 5 – Demolition

This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

- A. Playground Equipment shall be removed, including an existing playground structure, swings and other items play equipment indicated on the Demolition plan for removal, including all concrete footings.
- B. Playground Wood Fiber shall be removed from the playground. All decomposed wood fiber shall be removed from the project site and disposed of by the Contractor. Non-decomposed wood fiber may be saved and reused under the new playground wood fiber.
- C. Asphalt, Concrete, Curbing, Ramps, and Retaining wall shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of off-site by the Contractor.
- D. Saw cutting shall be required as directed per plans and by the Parks Construction Inspector. Saw cuts shall be neat and clean and shall provide a smooth transition between new and existing features.
- E. Signage shall be removed, including posts and all concrete footings, unless noted on plans.
- F. Handrails shown for removal shall be saw cut at ground level and resulting post hole filled with concrete to grade as shown on the plans.
- G. Tube Steel Fence shown for removal shall be saw cut at ground level and resulting post hole filled with concrete to grade as shown on the plans.
- H. Benches shown for removal shall be saw cut at ground level and resulting post hole filled with concrete to grade as shown on the plans.

- I. Trash & Debris including Concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.
- J. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Demolition as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 6 – Grading

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

- A. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, it shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.
- B. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.
- C. Planter Areas adjacent to paved areas shall be graded so that after settlement the soil will be two inches below top of adjacent pavement or curb.
- D. Site grading shall be approved by the Landscape Architect upon completion of grading operations.
- E. Excavation Grading shall include removal of soil as required to construction improvements as shown on the plans. All excavated soils shall be used in grading operations or disposed of off-site, at the contractor expense.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 7 – Sump

This item shall consist of furnishing and placing **a Sump** complete as shown on the plans in conformity with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. Sump shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.
- B. Catch Basin may be poured in place or may be precast.
- C. Concrete shall be Portland Cement Concrete Type II Class "D", as specified in Section 10, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- D. Steel Cover shall be 3/16" diamond plate hot-dipped galvanized after fabrication.
- E. Base Rock shall be 3/4" minimum to 2" maximum washed rock with no fines.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Sump as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 8 – Aggregate Base

This item shall consist of furnishing and installing aggregate base (AB) under asphaltic concrete pavement, and concrete flatwork as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

- A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.
- B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Aggregate Base to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 – Concrete Flatwork

This item shall consist of constructing Concrete Flatwork, and replacing it with reinforced concrete flatwork on grade as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Aggregate Base will be required under all new concrete, contractor shall excavate as necessary to provide aggregate base per detail on plans.
- B. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

- C. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- D. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- E. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- F. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 – Concrete Ramp

This item shall consist of constructing a Concrete Ramp as shown on the plans, in conformance with Sections 10, 19, 24 and 38, details T-50 thru T-79 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Grooves shall be as shown in Section 38, detail T-60 of the Standard Specifications.

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

Item No. 11 – Play Area Access Ramp

This item shall consist of constructing a Play Area Access Ramp as shown on the plans, in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

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

Item No. 12 – Retaining Wall

This item shall consist of constructing Retaining Wall as shown on the plans in conformance with Sections 10, 20, and 21 of the Standard Specifications, and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C" or "D", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Retaining Wall to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 13 – Play Area Curb

This item shall consist of constructing the Play Area Curb as shown on the plans in conformance with Sections 10, 19, and 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall conform to Section 21 of the Standard Specifications and as shown on the plans.
- C. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications, with the exception of the following: Expansion joints shall be placed at 20' O.C. and score joints shall be placed at 10' O.C.

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

Item No. 14 – Sand Blasted Numbers

This item shall consist of constructing Sand Blasted Numbers as shown on the plans in conformance with Section 10, 19 and 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Sandblasted Numbers shall have clean edges, and as shown on plans.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Sand Blasted Numbers as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 15 – Asphaltic Concrete Pavement

This item shall consist of furnishing and installing Asphaltic Concrete Pavement as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

- A. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of

the Standard Specifications and Section 39 of the State Standard Specifications.

- B. Tack Coat shall be applied and shall conform to Section 22-7 of the Standard Specifications.
- C. Asphalt Binder shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State Standard Specifications.
- D. Flood Test: The asphalt pavement should be flooded to check for surface drainage, low areas, and high areas greater than 1/8" tolerance. Out of tolerance areas should be repaired, filled to grade or re-installed.
- E. Asphalt Sealcoat shall be an application of Asphalt Emulsion and shall comply with Section 23-3, 23-6 and 23-7 of the City Standard Specifications. Asphalt Sealcoat may be Raynguard "Steelguard" asphalt pavement sealer or approved equal.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing and completing the Basketball Court Pavement as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 16 - Play Equipment

This item shall consist of furnishing and installing the Play Equipment as shown on the plans in conformance with Section 10 of the Standard Specifications, these Special Provisions and the manufacturer's specifications.

- A. City Purchased Play Equipment shall be per plans, and will be purchased by the City. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The contractor will be responsible for receiving and storing the play equipment until it is installed.
- B. Contractor Purchased Play Equipment shall be per plans, and will be purchased by the Contractor. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The contractor will be responsible for receiving and storing the play equipment until it is installed.
- C. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class "D" Portland Cement Concrete, conforming to Section 10 of the Standard Specifications.
- D. Manufacturer's Representative shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer's specifications and details.
- E. Compliance: Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:

1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.

AND

2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Play Equipment as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 17 –Rubber Mat Under Swings

This item shall consist of furnishing and installing a Rubber Mat under the belt swings as shown on the plans and as specified by the manufacturer.

- A. PVC Mat shall be a *Woodcarpet Mat* by *Zeager Bros. Inc.* or approved equal, size as shown on the plan.

Supplier may be contacted at:

All About Play,
(916) 923-2180

or *Zeager Bros. Inc.*
1-800-346-8524

- B. Anchoring shall be per manufacturer's specifications

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

Item No. 18 – Playground Wood Fiber

This item shall consist of furnishing and installing Wood Fiber Surfacing material in the play areas as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Wood Fiber shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new Incense Cedar. Wood fiber shall have blunt ends, and shall be void of mixed woods, recycled wood, nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber fall material shall meet CPSC & ASTM Standards for Public Playgrounds.

- B. Product Certifications - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than \$2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.
- C. Installation of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-textile Fabric as shown on the plans. The Wood Fiber shall be uniform, level and compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area will be greater.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Play Area Wood Fiber as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 19 – Handrails

This item shall consist of furnishing and installing Hand Rails on existing stairs as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Hand Rails and Safety Rails shall be per Plans, and shall be 1.5" O.D. - G.S.P., or cold formed steel pipe.
- B. Concrete Footings shall core bore into existing steps, concrete to be Class D Portland cement type II concrete conforming to Sections 10, 31 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Hand Rails as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 20 – Disc Golf Baskets

This item shall consist of furnishing and installing disc golf baskets as shown on the plans in conformance with Section 10, 19 and 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Aggregate Base contractor shall excavate as necessary to provide aggregate base per detail on plans.
- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Disc Golf Baskets shall be furnished by the Contractor. See Plans.
- E. Sleeves and locking collars shall be furnished by the contractor. As well as any other materials required for installation per plans.
- F. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing disc golf baskets as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 21 – Signage

This item shall consist of providing installation materials and installing various park signs as shown on the Plans in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

- A. Various Signs as shown on plans shall be provided by the City, for installation by the Contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- B. Tee Signs shall be provided by the contractor and installed per manufacture's specification
- C. ADA Signs shall be provided by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-190, Standard Sign Center mount.
- D. Sign clamps shall be two steel Single 2" ID U-Bracket Clamps.
- E. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Signage as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 22 – Bench

This item shall consist of furnishing and installing Bench as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Bench shall be per plans, or approved equal and installed per manufacturer's instructions.
- B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.
- C. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Bench as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 23 –Pavement Striping and Markings

This item shall consist of accurately locating and painting two inch (2") wide stripes and pavement markings in the parking lot as shown on the Plans and Standard Drawing T-190 of the City Standard Specifications in conformance Sections 32-2 and 32-3 of the Standard Specifications and these Special Provisions.

- A. Paint shall be Plexicolor Line Paint by California Products Corporation, or equivalent by Flintkoke Co., Chevron Asphalt Co., or approved equal. Color shall be white. No oil-based paint shall be allowed. Paint, 12 to 14 mils thick when wet.
- B. Tolerance and Appearance shall conform to Section 32-2 of the Standard Specifications with the following exception: that there shall be no more than one-half inch (1/2") deviation from tangent alignment or true arc.
- C. ADA Markings- shall be Plexicolor Line Paint by California Products Corporation, or equivalent by Flintkoke Co., Chevron Asphalt Co., or approved equal. Color shall be Blue. No oil-based paint shall be allowed. Paint, 12 to 14 mils thick when wet.
- D. Concrete Wheel Stops shall be per plans, or approved equal, and installed per the manufacturer's instructions.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Pavement Striping and Markings as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 24 – Mitigation Measures

This item shall consist of contractor complying with the Mitigated Measures as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Contractor shall comply with items listed in the Mitigation Monitoring Plan as shown in Attachment A. Mitigation Monitoring Plan.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in complying with Mitigated Measures as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ADDITIVE ALTERNATE BID ITEMS:

Additive Alternate Item No. A1 – Remove Concrete Water Feature, Replace w/ Turf and Irrigation

This item shall consist of Removing Concrete Water Feature, Replacing with Turf and Irrigation around the construction areas shown on the Plans in conformance with Section 10 of the Standard Specifications.

A. Demolition

- a. Concrete Removal shall be required as directed per plans and by the Parks Construction Inspector. Items include, flatwork, walls, rebar and any related materials associated with the water feature.
- b. Saw cutting shall be required as directed per plans and by the Parks Construction Inspector. Saw cuts shall be neat and clean and shall provide a smooth transition between new and existing features.
- c. Signage shall be removed, including posts and all concrete footings, unless noted on plans.
- d. Benches shown for removal shall be saw cut at ground level and resulting post hole filled with concrete to grade as shown on the plans.
- e. Trash & Debris including Concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.
- f. Utilities shall be cut and cap water supply and drains as shown on plans and directed by Parks Construction Inspector.
- g. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

B. Irrigation

- a. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.
- b. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- c. Electrical shall conform to Section 34 of the Standard Specifications.
- d. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.
 - i. Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.
 - a. Full Rotor - Red Wire
 - b. Part Rotor - Green Wire
 - c. Spray Heads - Yellow Wire
 - d. Bubblers - Blue Wire
 - e. Common Wire - White Wire
- e. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.
- f. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- g. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.
- h. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- i. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- j. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of

the Standard Specifications and shall be the type and model as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

- k. Preconstruction Test of Existing Irrigation System—City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

- l. Existing Mainline and electrical conduits it's the contractor's responsibility to located the irrigation mainline and electrical conduits with a locator prior to the start of construction. If the City has a 'Record Drawing' plan a copy will be supplied to the contractor but City can't guarantee the accuracy of the 'Record Drawing'

C. Fill Dirt

- a. Certification stating quantity, type, and composition, weight and origin for all import topsoil shall be delivered to the City Representative before the material is used on the site.

- b. Soil Samples shall be provided, a one-quart sample of the import topsoil shall be sent to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site, until the City Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

- c. Planting Areas whether in seed, sod, container stock, flats, or otherwise, are defined as planting areas in these documents.

- d. Import Topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between

5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

- e. Grading: Contractor shall grade new fill dirt as necessary in ensure positive drainage to existing drain inlets. Contractor shall compact soil to 90% R.D.

D. Turf Sodding

- a. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one half inches (1/2") below the top of curb or paving.

- b. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- c. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

- 1. Soil Conditioner/Fertilizer shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

- 2. Organic Amendment shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%

- d. Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3 cubic yards per 1,000 square foot.

- e. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
 - 1. Turf Sodding shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.
- f. Turf Starter Fertilizer shall be shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

E. Landscape Maintenance (30 days)

- a. **Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.**
- b. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- c. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- d. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be ninety (90) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.
- e. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of three (3) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.
 - 1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.
- f. Pre-Final Inspection shall conform to Section 35-17 of the Standard

Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.

- g. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Inspector.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Removing Concrete Water Feature, Replacing with Turf and Irrigation as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

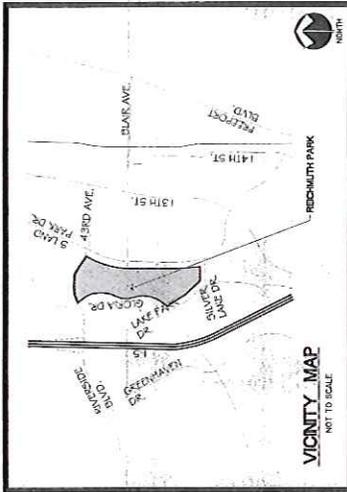
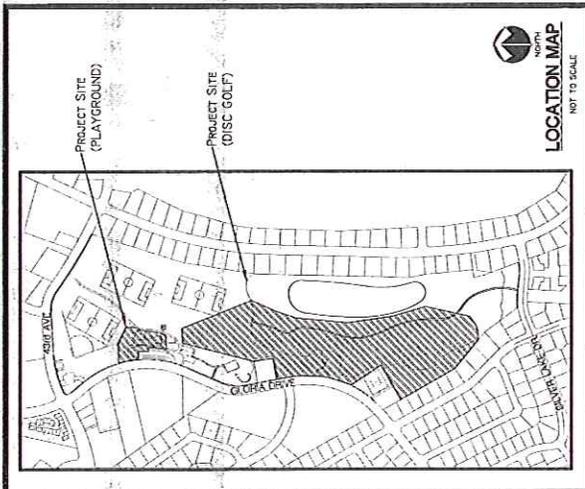
CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND RECREATION
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

REICHMUTH PARK PHASE 2 IMPROVEMENTS

6135 GLORIA DRIVE
PROJECT NUMBER: L19153101
PARCEL NO.: 024-0020-057-0000
TOTAL AREA DISTURBED: 0.9 ACRES



SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
EXISTING CONDITIONS AND DEMOLITION PLAN	L2
LAYOUT PLAN	L3
PLAYGROUND ENLARGMENT	L4
DISC GOLF COURSE	L5
CONSTRUCTION DETAILS	L6-7

- #### GENERAL NOTES
- COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 6-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
 - TRAFFIC CONTROL REQUIREMENTS: REFER TO SECTION 6-40 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - EXISTING FACILITIES: REFER TO SECTION 13 EXISTING FACILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-40 MAIN AND TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - PERMITS: REFER TO SECTION 6-40 PERMITS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS. IF HUMAN BURIALS ARE ENCOUNTERED, ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE BURIALS ARE DISCOVERED IMMEDIATELY PERMITS TO CEASE BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND ANY IDENTIFIED DESCENDANTS SHALL BE NOTIFIED IMMEDIATELY. REFER TO SECTION 150664.5, HEALTH AND SAFETY CODE SECTION 79603.5, PUBLIC RESOURCES CODE SECTION 5097.94 AND 5097.98.
 - TRENCH SAFETY PLANS: REFER TO SECTION 6-8 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 AGER WAY SUITE 165, SACRAMENTO CA, PHONE 916-498-2200).



CITY REPRESENTATIVE
JACON WIEHSMANN, LANDSCAPE ARCHITECT, # 5580
CITY OF SACRAMENTO, LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 2ND FLOOR
SACRAMENTO, CA 95811
TELEPHONE: (916) 508-7434 FAX (916) 508-8275

APPROVED BY:
CHRIS COULIN, DIRECTOR OF PARKS AND RECREATION
DEPARTMENT OF PARKS AND RECREATION
(DATE) 4/22/16

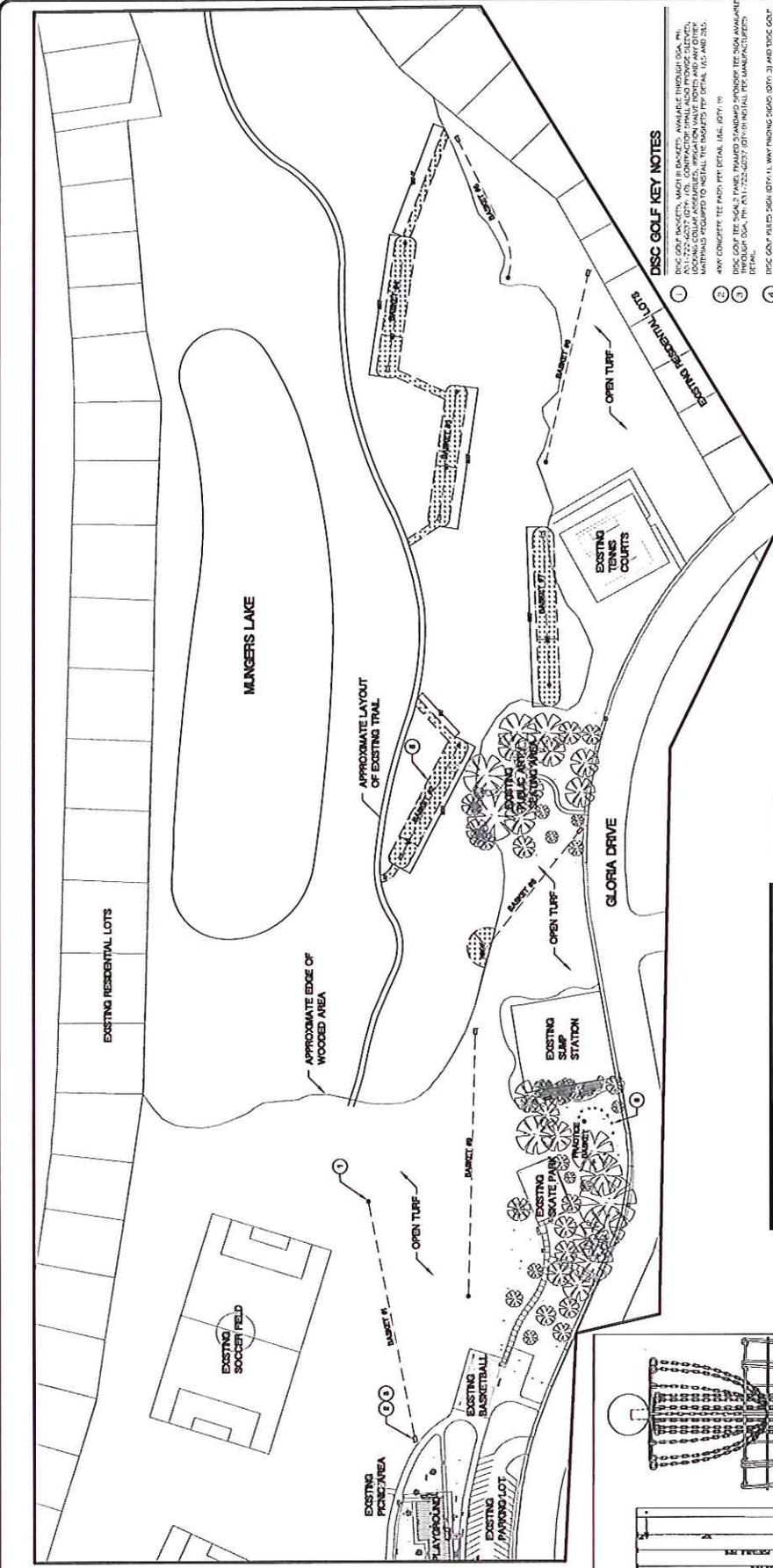
C. Gary Hyden
C. GARY HYDEN, PLANNING AND DEVELOPMENT MANAGER
DEPARTMENT OF PARKS AND RECREATION
(DATE) Applied

Shannon D. Brown
SHANNON D. BROWN, PARKS OPERATIONS MANAGER
DEPARTMENT OF PARKS AND RECREATION
(DATE) 4/20/16



REICHMUTH PARK
 PHASE 2 IMPROVEMENTS
 DISC GOLF COURSE

LANDSCAPE ARCHITECT
 DATE: APRIL 2014
 SCALE: 1/8" = 1'-0"
 PROJECT NO: 19-5310
 SHEET NO: L5 OF 7



- DISC GOLF KEY NOTES**
1. DISC GOLF BASKETS, WHICH BE BASKETS, AVAILABLE THROUGH DISC, PH. 800-888-8888. BASKETS SHOULD BE ORDERED WITH 100 DISCS PER BASKET. BASKETS SHOULD BE ORDERED WITH 100 DISCS PER BASKET. BASKETS SHOULD BE ORDERED WITH 100 DISCS PER BASKET.
 2. DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP). DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP).
 3. DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP). DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP).
 4. DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP). DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP).
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 7. DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP). DISC GOLF TEES SHALL BE 10' x 10' x 10' (10' HIGH, 10' WIDE, 10' DEEP).

DISC GOLF NOTES

1. CONTRACTOR SHALL MAINTAIN ALL UTILITIES LISTED IN AIRBORNE PHOTOGRAPHY USING DIFFERENT COLORS TO BE USED TO MARK THE UTILITIES. THE CITY ARCHITECT SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES.
2. CONTRACTOR TO CLEAR AND GRUB PARKWAYS BY ROAD TO MAINTAIN THE IMPACT TO THE WOODED AREA.
3. CONTRACTOR SHALL LEAVE STUMPS WITHIN WOODED AREA, TREE TRUNKS AND LIMBS 1" AND LARGER ARE TO BE REMOVED FROM THE SITE AND RECYCLED OR LEGALLY DISPOSED.
4. ALL OTHER NOTES AND SPECIFICATIONS ARE SHOWN DIMENSIONALLY. DIRECT LOCATIONS TO BE DETERMINED BY LANDSCAPE ARCHITECT.

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	DISC GOLF BASKETS	10	EA	100.00	1000.00
2	DISC GOLF TEES	100	EA	10.00	1000.00
3	DISC GOLF TEES	100	EA	10.00	1000.00
4	DISC GOLF TEES	100	EA	10.00	1000.00
5	DISC GOLF TEES	100	EA	10.00	1000.00
6	DISC GOLF TEES	100	EA	10.00	1000.00
7	DISC GOLF TEES	100	EA	10.00	1000.00

DISC GOLF BASKET SLEEVE
 NOT TO SCALE

DISC GOLF BASKET
 NOT TO SCALE

811
 Know what's below.
 Call before you dig.
 SCALE: T = 80' 0"

DISC GOLF BASKET SLEEVE
 NOT TO SCALE

DISC GOLF BASKET
 NOT TO SCALE

DISC GOLF BASKET SLEEVE
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DISC GOLF BASKET
 NOT TO SCALE

ATTACHMENT A

Mitigation Monitoring Plan

REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101) Mitigation Monitoring Plan

In January 1989, Assembly Bill 3180 went into effect requiring the City to monitor all mitigation measures applicable to this project and included in the Mitigated Negative Declaration. For this project, mitigation reporting will be performed by the City of Sacramento in accordance with the monitoring and reporting program developed by the City to implement AB 3180.

This Mitigation Monitoring Plan is being prepared for the Community Development Department, Environmental Planning Services, 300 Richards Boulevard, 3rd Floor, Sacramento, CA 95811, pursuant to the California Environmental Quality Guidelines, California Public Resources Code 21081.

Project Name (number): Reichmuth Park Phase 2 Improvement Project (#L19153101)

Project Location: The project site is located within Reichmuth Park in south Sacramento, east of Interstate 5. Reichmuth Park is bounded by 43rd Avenue on the north, Gloria Drive to the west, residences and Silver Lake Drive to the south and residences fronting South Land Park Drive on the east .

Project Description: The proposed Project would update and replace several of the existing park facilities, and create a new disc golf course. Several existing facilities would be removed, including a Water Play Area, play structure, wooden benches and concrete ramps. New facilities would include picnic tables, turf, a Water Mister Area, playground equipment and signs. Two existing ADA parking spaces would be improved and resurfaced. A 18-hole disc golf course is planned, although initially only 9 holes would be installed.

MITIGATION MONITORING PLAN CHECKLIST FOR THE
 REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101)

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AIR QUALITY				
<p>AQ-1 The following Basic Construction Emission Control Practices (BCECP) shall be implemented during project construction:</p> <ul style="list-style-type: none"> Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. Cover or maintain at least two feet of free board space on haul trucks that transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered. Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited. Limit vehicle speeds on unpaved roads to 15 miles per hour (mph). <p>The following practices describe exhaust emission control from diesel powered fleets working at a construction site. California regulations limit idling from both on-road and off-road diesel powered equipment. The California Air Resources Board enforces the idling limitations.</p> <ul style="list-style-type: none"> Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site. <p>Although not required by local or state regulation, many construction companies have equipment inspection and maintenance programs to ensure work and fuel efficiencies.</p> <ul style="list-style-type: none"> Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated. 	<p>Prior to and during construction</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Community Development Department and Contractor</p>		

REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101)
MITIGATION MONITORING PLAN

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AQ-2 Route and schedule construction traffic to avoid peak travel times as much as possible to reduce congestion and related air quality impacts caused by idling vehicles along local roads.	Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Parks and Recreation and Contractor		
AQ-3 Sacramento Metropolitan Air Quality Management District's Rule 403 - Fugitive Dust would be followed. The general requirements of Rule 403 are: 301 Limitations: A person shall take every reasonable precaution not to cause or allow the emissions of fugitive dust from being airborne beyond the property line from which the emission originates, from any construction, handling or storage activity, or any wrecking, excavation, grading, clearing of land or solid waste disposal operation. Reasonable precautions shall include, but are not limited to: 301.1 Use, where possible, of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the construction of roadways or the clearing of land. 301.2 Application of asphalt, oil, water, or suitable chemicals on dirt roads, materials stockpiles, and other surfaces which can give rise to airborne dusts. 301.3 Other means approved by the Air Pollution Control Officer.	Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Parks and Recreation and Contractor		
BIOLOGICAL RESOURCES				
BIO-1A. The recommendations provided in February 2015 arborist reports shall be implemented, including: 1. Trees located within a fairway or other high traffic area within the project area and that are rated 0 or 1 shall be removed. 2. A 100-foot diameter zone where there will be no public foot traffic	Mitigation measures shall be included in all construction documents for	City of Sacramento Department of Parks and Recreation		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>shall be provided around all Western Cottonwood trees within the project site, as recommended in Chart B of the arborist report. If the fairways or other heavily trafficked project components would include any trees that are not included in Chart B, those trees shall be re-evaluated using Level 2 or 3 inspection. If any such trees are rated 0 or 1, they shall be avoided or removed.</p> <p>3.</p> <p>B. Prior to siting the second 9 fairways, additional Level 2 or 3 inspections of trees within the potential fairway or other heavily trafficked areas shall be conducted by a qualified arborist. The recommendations of the arborist for the removal or avoidance of dangerous limbs or trees and the protection of trees to be retained shall be implemented. To the extent feasible, oak trees with a 11.5-inch dbh or greater and other trees with a 32-inch dbh or greater that are healthy (i.e., rated 3 or better) shall not be removed.</p> <p>C. The "General Recommendations during Development" in the February 2015 arborist report shall be implemented for all trees within the project area that will be retained.</p>	<p>implementation during construction</p> <p>Prior to siting the 2nd 9 fairways, additional Level 2 or 3 inspections to be carried out</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>and Contractor</p> <p>City of Sacramento Department of Parks and Recreation</p> <p>City of Sacramento Department of Parks and Recreation and Contractor</p> <p>City of Department of Parks and Recreation</p>		
<p>BIO-2 Although the impact on northern California black walnut would be less than significant, it is recommended that, prior to construction, surveys for be conducted during its bloom period or leaf-out (whichever occurs first). The bloom period for this latter species is April to May. Alternatively, a qualified arborist may be able to identify the taxon prior to blooming or leaf-out. If individual northern California black walnut trees are found, vegetation clearance and ground disturbance should be avoided within 20 feet of the trees if feasible. If avoidance is not feasible, seeds should be collected from other nearby northern California black walnut trees later in the year and planted at appropriate locations</p>	<p>Survey prior to construction</p> <p>Seed collection, planting and monitoring after construction is completed</p>	<p>City of Department of Parks and Recreation</p>		

REICHMUTH PARK PHASE 2 IMPROVEMENT PROJECT (#L19153101)
MITIGATION MONITORING PLAN

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>elsewhere within Reichmuth Park nature area. The replacement plantings should be at a ratio of no less than 5:1 (i.e., 5 seeds planted and protected for each northern California black walnut removed). Protection (e.g., wire cages) should be used for the first three years of growth to reduce potential adverse effects from herbivory (i.e., rodent damage).</p> <p>BIO-3A. Preconstruction surveys for nesting special-status birds, raptors protected under Section 3503.5 of the California Fish and Game Code, and other migratory birds shall be conducted prior to any vegetation clearing or other ground disturbance associated with the proposed Project. The preconstruction surveys shall be conducted by a qualified consulting biologist under a two-visit protocol with the first visit occurring no more than 14 days prior to initiation of project construction. The second visit shall occur within the 3 days prior to initiation of the project. If no nesting raptors, migratory birds or special-status birds are identified, then no further action is required.</p> <p>B. If nesting Swainson's hawks are found, project construction shall not be initiated until it can be demonstrated by a qualified biologist that the young-of-the-year are no longer dependent upon the nest site. If other nesting raptors are found, an exclusion zone around each nest shall be established such that no project disturbance occurs within 300 feet of the nests until the young-of-the-year are no longer dependent upon the nest site. Lastly, if nesting song sparrows or other nesting migratory or special-status birds are found, an exclusion zone around each nest shall be established that precludes any project disturbance within 100 feet of the nests until the young-of-the-year are no longer dependent upon the nest site. Alternatively, project construction may be delayed until after August 15, when all local nesting birds are assumed to have completed nesting.</p> <p>C. If project construction commences after August 15, when all local nesting birds are assumed to have completed nesting, no surveys would be required.</p> <p>BIO-4 A preconstruction survey for hoary bat and western red bat shall be conducted by a qualified consulting biologist within three days prior to initiation of the project. If roosting bats are found, white plastic shall be placed under the roost</p>	<p>Survey prior to construction</p> <p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		
	<p>Survey prior to construction</p>	<p>City of Sacramento Department of</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>sites to create glare that encourages the bats to seek roost sites elsewhere (given that these species typically select roost sites over dark ground cover). Once the bats are confirmed as having left the site, construction can begin in the affected area.</p>	<p>Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>Parks and Recreation and Contractor</p>		
CULTURAL RESOURCES				
<p>CUL-1 If buried cultural or paleontological resources, such as chipped or ground stone, historic debris, building foundations or fossils, are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archaeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City. If human burials are encountered, all work in the area shall stop immediately and the Sacramento County Coroner's office shall be notified immediately. If the remains are determined to be Native American in origin, both the Native American Heritage Commission and any identified descendants will be notified and recommendations for treatment solicited (14 CCR 15064.5; California Health and Safety Code 7050.5; PRC 5097.94 and 5097.98).</p>	<p>Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		
HAZARDS				
<p>HAZ-1 To minimize impacts from the handling and use of potentially hazardous materials, the contractor shall follow all necessary precautions according to the applicable California Health and Safety Codes to prevent any spill of a toxic or hazardous substance. If evidence of contaminated soils is discovered during grading, work in the vicinity of the contaminated area shall cease until the suspected contaminated soils are characterized and remediated. Hazardous or contaminated materials may be removed and disposed of from the project site only in accordance with the following provisions:</p>	<p>Prior to and during construction Mitigation measures shall be included in all construction documents for implementation</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>A. All work is to be completed in accordance with the following regulations and requirements:</p> <ul style="list-style-type: none"> i. Chapter 6.5, Division 20, California Health and Safety Code; ii. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials; and iii. City of Sacramento Building Code and the Uniform Building Code. <p>B. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.</p> <p>C. Any hazardous materials shall be disposed of at an approved disposal site and shall be hauled only by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The contractor shall identify by name and address the toxic substances disposal site. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.</p>	during construction			
HYDROLOGY AND WATER QUALITY				
<p>ER 1.1.7 Construction Site Impacts. The City shall minimize disturbances of natural water bodies and natural drainage systems caused by development, implement measures to protect areas from erosion and sediment loss, and continue to require construction contractors to comply with the City's erosion and sediment control ordinance and stormwater management and discharge control ordinance.</p>	<p>Prior to and during construction Mitigation measures shall be included in all construction documents for implementation during construction</p>	<p>City of Sacramento Department of Parks and Recreation and Contractor</p>		

ATTACHMENT B

Arborist Report

ABACUS

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Consulting Arborist Report

Prepared at the request of:

City of Sacramento

For

Reichmuth Park Nature Area

Located
in
Sacramento, CA

Nicole Harrison

International Society of Arboriculture, Certified Arborist #WE-6500AM, TRAQ

February 25, 2015

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Executive Summary:

Jason Weisemann of City of Sacramento contacted **ABACUS** to provide a level 1 evaluation on all trees within the defined development area and a level 2 inspection on approximately 40 of the trees which warrant further inspection to define and mitigate the associated risk of providing a public recreation area in close proximity to these trees, and produce an Arborist Report as the end product. The property is located in Reichmuth Park and is further defined by the attached site map within the City of Sacramento, California.

Nicole Harrison, ISA Certified Arborist #WE-6500AM, and Arborist Assistant, Julie McNamara, and Michael McNamara, of **ABACUS** were on site February 7th, 2015 through February 13th, 2015, providing species identification, number of trunks, measurements of DBH and canopy, field condition notes, recommended actions, and ratings.

There are **134** trees on this property that were assessed by level 1 inspection.

There are **37** trees on this property within the proposed development area that were assessed by a level 2 – basic visual inspection:

None of the trees assessed on this property are rated a 0 (“dead”).

10 of the trees are noted for removal due to their poor condition and are rated 1 (“dangerous/non-correctable”).

22 of the trees are rated 2 (“poor”).

5 of the trees are rated 3 (“fair”) or 4 (“good”).

There are no trees rated 5 (“excellent”).

There are **171** total trees assessed, of which **25** are Western Cottonwood, **120** are Valley Oak, **9** are Box Elder, **1** is Eucalyptus, **3** are Gooddings Willow, and **2** are unidentified species.

Listed within this report is the “**Recommendations**” section. All of these recommendations must be followed for all trees to be saved onsite. In addition, **Specific Recommendations** are included in the action column in **Chart B** and must be followed for mitigation of the risk associated with development of a public area in close proximity to these trees.

Assignment:

Pursuant to your request, **ABACUS** has completed an inventory of all the trees located on-site. We provided species identification, number of stems, measurements of DBH and canopy, field condition notes, recommended actions, and ratings

Observations:

Nicole Harrison, *Project Manager & ISA Certified Arborist #WE-6500AM*, evaluated all protected trees that met the requirements of the Lincoln Tree Ordinance. The fieldwork was performed on February 8th, 2015.

Tree Site Map is by James Robert Lee, Jr. Landscape Architect. All of the other information within this report is by **ABACUS**. Tree locations were verified on-site by **ABACUS**.

Chart B in this report is an inventory on the trees. The following terms, and **Chart A** will further explain our findings on **Chart B** and the trees in question.

Species of trees is listed by our local and correct common name and botanical name by genus (capitalized) and species (lower case). Oaks frequently cross-pollinate and hybridize, but the identification is towards the strongest characteristics.

Stems refers to the quantity of trunks or stems of a tree that have a significant connection. If one stem or trunk were to be removed, it would cause decay to harm an adjoining stem, making it one tree. All stems must be of the same species. (Also see "Tree SIZE Expressed by Trunk Diameter" at the end of this report)

DBH (diameter breast high) is normally measured at 4'6" (above the average ground height for "Urban Forestry"), but if that varies then the location where it is measured is noted here. A Swedish caliper ¹ was used to measure the DBH for trees less than 26" in diameter and a steel diameter tape² for trees greater than 26"Ø.

Canopy is the farthest extent of the crown composed of leaves and small twigs. This measurement further defines the Critical Root Zone (CRZ) or Protection Zone (PZ), which is a circular area around a tree with a radius equal to a tree's largest dripline plus 1'. Our canopy measurement is the longest dripline measurement from the center point of the tree and includes the 1' only on the Tree Site Map.

Rating is subjective to condition and is based on both the health and structure of the tree. All of the trees were rated for condition, per the recognized national standard as set up by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture (ISA) on a numeric scale of 5 (being the highest) to 0 (the worst condition, dead) as in Chart A. The rating was done in the field at the time of the measuring and inspection. The scale is as follows:

Chart A - Ratings

No problem(s)	5	excellent
No apparent problem(s)	4	good
Minor problem(s)	3	fair
Major problem(s)	2	poor
Extreme problem(s)	1	hazardous, non-correctable
Dead	0	dead

¹A large wooden sliding adjustable thickness gauge calibrated in 1/16" increments.

²Diameter Tape is used to figure the tree's diameter, by measuring the circumference, whereon the inches are pre-multiplied by 3.14 or π (π called pi) and shown to produce the diameter of the tree directly on the tape.

There is a very important line drawn between a tree rated a 3 and a 2. A tree rated 3, 4, or 5 is a tree to be preserved, and a tree rated 0, 1, or 2 is recommended for removal. On the following tree list **BLACK** marks are field notes and action items on trees that are to remain, and **RED** are trees that are recommended for removal, and **VIOLET** refers to trees that are to be removed for permitted development activities. **Trees rated a 2 may be retained but only if the recommendations are followed, otherwise the tree should be removed.**

Rating #0: This indicates a tree that has no significant sign of life.

Rating #1: The problems are extreme. This rating is assigned to a tree that has structural and/or health problems that no amount of work or effort can change. The issues may or may not be considered a dangerous situation.

Rating #2: The tree has major problems. If the option is taken to preserve the tree, its condition could be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, fertilization, etc. If the recommended actions are completed correctly, hazard can be reduced and the rating can be elevated to a 3. If no action is taken the tree is considered a liability and should be removed.

Rating #3: The tree is in fair condition. There are some minor structural or health problems that pose no immediate danger. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated.

Rating #4: The tree is in good condition and there are no apparent problems that a Certified Arborist can see from a visual ground inspection. If potential structural or health problems are tended to at this stage future hazard can be reduced and more serious health problems can be averted.

Rating #5: No problems found from a visual ground inspection. Structurally, these trees have properly spaced branches and near perfect characteristics for the species. Highly rated trees are not common in natural or developed landscapes. No tree is ever perfect especially with the unpredictability of nature, but with this highest rating, the condition should be considered excellent.

Notes: explain why the tree should be removed or preserved. If it is to remain and be preserved the tree may need some form of work to limit future liability from partial or total failure. Lower deadwood may not be an immediate problem, but the same size wood at a much higher location on the trees could be dangerous and might cause a minor injury to a fatal blow if the branch failed.

Abbreviation key and terms:

CDL: Co-Dominant Leader: Stems or trunks of the tree that are equal in size and relative importance.

CRZ: Critical Root Zone: The canopy is the farthest extent of the crown composed of leaves and small twigs. This measurement further defines the CRZ, which is a circular area around a protected tree with a radius equal to a tree's largest dripline radius. The roots of a tree grow minimally within this canopy measurement and have been found growing 2 to 3 times beyond the farthest branches.

IB: Included Bark: A sharp "V" crotch, usually less than a 45° angle of attachment, between 2 branches where the bark is kept between two narrowly joined branches and the bark is continually turned inward, rather than being pushed out. It is a common point for potential massive structural failure and this hazard can be minimized with properly installed and maintained cabling, bolting or bracing.

BMT: Broadleaf Mistletoe infested tree.

EG: Epicormic Growth: Shoots that arise from latent buds along the trees trunk or mature branches. This growth is usually a sign that the tree has undergone a stressful period.

LTD: Limb Tip Dieback: Generally associated with drought, the tips of scaffold limbs have died.

NABA: Narrow Angle Branch Attachment: A sharp "V" crotch, usually less than a 45° angle of attachment. Included bark is explained above and is common in branches with narrow attachments. In addition, these branches may not be attached to the trunk as well as others with wider angles of attachment, and can fail more frequently depending on the size of the branch.

OPC: Old Pruning Cuts

OWL: Over Weight Limb

PRZ: Protected Root Zone: A circular area around a protected tree with a radius equal to a tree's largest dripline radius plus 1'.

PS: Poor Structure: These trees have grown with structural imperfections that cannot be corrected and therefore render them hazardous and more likely to fail in the future.

R4D: Remove For Development

RDW: Remove Dead Wood: All dead wood to be removed over 3" in diameter and if over 2" in diameter when above 25', as this is a potential hazard for people under these limbs and a future health problem for the tree.

RH: Remove Hanger: There is a broken or cut branch that is hanging in the tree and needs to be removed.

RBMT: Remove Broadleaf Mistletoe: Broadleaf mistletoe, *Phoradendron villosum*, is an evergreen parasitic that grows on many hardwood trees and is spread most commonly by birds excreting the living seeds onto woody branches where they germinate. It is important to stop the spread by correctly removing the mistletoe plant by either pruning off the branch it lives on (if small enough) or by removing its light source and killing the parasite. Pruning: remove the branch at least 12" below the point of attachment to the next lateral using an approved thinning-type cut. Light exclusion: remove the mistletoe to flush with limb or trunk where it is attached and wrap the limb/trunk with 2-3 layers 6 mil polyethylene plastic 8" above and below the point of attachment. Tape it with a few wraps of electrical tape to keep all light out to kill the mistletoe, remove in 2-3 years.

TBR: To Be Removed: Tree to be removed due to health and/or structural reasons. Removal should be done carefully as to not harm the surrounding trees, branches, and/or trunks above or roots below ground. Do **NOT** rip out or push over the tree stumps if they are near other trees that are to be preserved. Cut them off close to ground level and leave the stumps and roots to decay, unless they are located within a proposed foundation or area to be paved/concrete surfaced.

~: Tilde: This mark is used in the field in any empty box to indicate that there is no information to enter in that space.

TMD: Too Much Decay

TMDW: Too Much Dead Wood

UC: Unbalanced Canopy: Either the trunk is leaning and/or the canopy is phototropic and overly heavy on one side.

Compass Points: These are the standard 16 points of the compass as aligned with Geographic North or True North. In our area, True North (TN) is adjusted for declination 14°49' to the west of Magnetic North (MN).

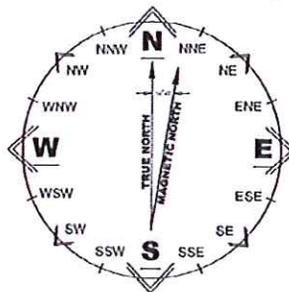


Chart B – Tree Inventory

BLACK marks are field notes and action items on trees that are to remain, and **RED** are trees that are recommended for removal due to poor quality

Tree Tag #	Common Name	Botanical Name	# of Stems	DBH	Canopy radius	Notes	Action	Rating
1	Western Cottonwood	Populus fremontii	~	~	50	Covered in vines, level 1 inspection	Avoid or remove	~
2	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
3	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
4	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
5	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
6	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
7	Valley Oak	Quercus lobata	~	~	~	Level 1 Inspection	Avoid	~
8	Western Cottonwood	Populus fremontii	Cluster	~	~	Level 1 Inspection	Avoid	~
10	Valley Oak	Quercus lobata	1	20	20	Codominant leader at 15', fair	Remove hanger	3
11	Western Cottonwood	Populus fremontii	1	30	40	~	Avoid or reduce canopy by 20%	2
12	Valley Oak	Quercus lobata	1	15	~	Poor structure, too much dead wood	Remove dead wood, needs corrective pruning	2
13	Western Cottonwood	Populus fremontii	~	~	~	Level 1 Inspection	Avoid	~
14	Gooddings Willow	Salix gooddingii	~	~	~	Level 1 Inspection	Avoid	~
3031	Valley Oak	Quercus lobata	1	21	30	Suppressed, unbalanced canopy to north	End weight reduction to north	3
3031	Valley Oak	Quercus lobata	1	21	30	Codominant leader at 8' into 3 stems	End weight reduction to North	3
3032	Unidentified		1	18	20	Codominant leader at 4' into 6 main stems	Remove dead wood	2
3033	Eucalyptus	Eucalyptus sp.	5	11,13,15, 16,19	30	Poor species, large dead wood, large failures	Avoid or remove dead wood, 30% end weight reduction, re-inspect annually	2
3034	Box Elder	Acer negundo	3	10,12,13	25	Main stems cross at 5'	End weight reduction to southwest, crown clean, add 1 bolt	2
3035	Gooddings Willow	Salix gooddingii	3	11,16,21	45	Edge of road, Root failure, 16" codominant leader at	To be removed - all stems	1

Tree Tag #	Common Name	Botanical Name	# of Stems	DBH	Canopy radius	Notes	Action	Rating
						4', 11" stem leans across trail, 21" stem on ground		
3036	Gooddings Willow	Salix gooddingii	2	16,18	~	Edge of road, prostrate over road, too much weight	To be removed	1
3037	Gooddings Willow	Salix gooddingii	5	10,10,12, 14,20	~	1 stem top failure, 1 stem horizontal with upright growth	To be Removed	1
3038	Western Cottonwood	Populus fremontii	1	~45	35	Broadleaf mistletoe, high canopy	Reduce canopy by 35%	2
3039	Valley Oak	Quercus lobata	1	14	35	Poor structure, canopy over trail	Reduce canopy by 25%	2
3040	Western Cottonwood	Populus fremontii	1	~50	~	Codominant leader at 5', poor structure, large failures	Avoid or remove	1
3041	Western Cottonwood	Populus fremontii	2	~60,~30	45	Poor structure, large failures, included bark	Avoid or remove	1
3042	Western Cottonwood	Populus fremontii	1	28	35	Slight lean, large failures	Avoid or remove	2
3043	Valley Oak	Quercus lobata	1	25	38	Kids tree, included bark at 20', high traffic area	Reduce canopy by 20% to the North	3
3044	Western Cottonwood	Populus fremontii	1	25 @ 3'	20	Poor structure, included bark, large failures, high traffic area	To be Removed (thinning out)	2
3045	Valley Oak	Quercus lobata	1	14@6', 19@6'	30	Too much included bark, high traffic area	Remove dead wood, add 2 cables or reduce canopy by 25% and reinspect every year	2
3046	Valley Oak	Quercus lobata	1	11	~	Large failure, high traffic area	To be Removed (thinning out)	1
3047	Valley Oak	Quercus lobata	1	21	30	Poor structure, included bark, high traffic area	Remove all dead wood and reduce canopy by 20%	2
3048	Unidentified		1	26 @ 1'	~	Included bark, significant lean, high canopy, compacted soil at base	To be Removed	1
3049	Western Cottonwood	Populus fremontii	2	~35,~35	50	Significant Lean	Avoid or Remove	2
3050	Western Cottonwood	Populus fremontii	1	~40	~	Vines on Tree, too many failures	To be Removed	1
3051	Western Cottonwood	Populus fremontii	1	~40	~	Vines on Tree, too many failures	Avoid or Remove	2
3052	Western	Populus	1	45	40	Too much included	Avoid or Remove	2

Tree Tag #	Common Name	Botanical Name	# of Stems	DBH	Canopy radius	Notes	Action	Rating
	Cottonwood	fremontii				bark, large failures		
3053	Western Cottonwood	Populus fremontii	1	~40	50	Large deadwood, poor structure, too many failures	Avoid or Remove	2
3054	Western Cottonwood	Populus fremontii	1	~50	25 (60' tall)	Large deadwood, poor structure, too many failures, covered in Poison Oak	Avoid or Remove	2
3055	Western Cottonwood	Populus fremontii	2	24, 24	30	Poor structure, suppressed	25% end weight reduction to south	2
3056	Western Cottonwood	Populus fremontii	1	20	10	Covered in vines, poor structure, narrow attachment at 8'	Remove vines, prune to balance	2
3057	Western Cottonwood	Populus fremontii	1	45	30	Lost co-dominant leader at base to south east, wound to 8', co-dominant leader with included bark at 10', large mid and upper canopy failures	To be Removed - hazard	1
3058	Western Cottonwood	Populus fremontii	1	~60	50	Large failures, very poor structure, diseased, cavities, broad leaf mistletoe	Remove dead wood, 30% end weight reduction, re-inspect annually	2
3059	Western Cottonwood	Populus fremontii	1	26	25	Large failures	Avoid	2
3060	Western Cottonwood	Populus fremontii	1	45	~	Large dead wood, bee hive in tree	Avoid or remove	1
3061	Valley Oak	Quercus lobata	1	40	35	Good, overweight limb to south west	End weight reduction to south west, remove ivy, remove deadwood	3
3062	Western Cottonwood	Populus fremontii	1	36	~	Large failure, poor structure, previously burnt	Remove dead wood, remove failures, re-inspect annually	2
3063	Valley Oak	Quercus lobata	1	37	~	Large failures, large stubs, over weight limb to south	Remove dead wood, remove stubs, remove limb at 6' to south	2

Level of Inspection, Testing and Analysis:

A Level 1 – Limited Visual Assessment was performed in accordance with the International Society of Arboriculture's specifications. Limited visual assessment is a method of examining a population of trees to identify individual trees with a risk factor of probable or imminent likelihood of failure. It is not considered a "Risk Assessment" because it does not include evaluation and examination of individual trees.

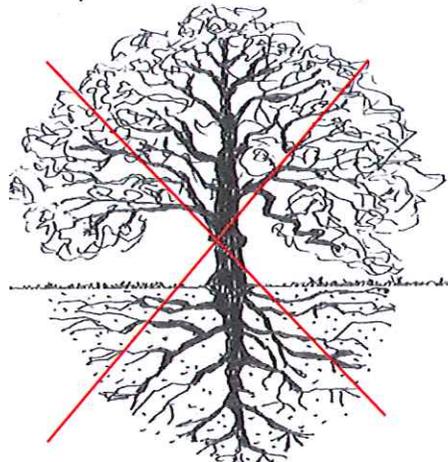
A Level 2 – Basic Visual Assessment was performed in accordance with the International Society of Arboriculture’s best management practices. This assessment level is limited to the observation of conditions and defects which are readily visible. No laboratory or chemical testing and analysis was performed, only ground level observations.

A recommended Level 3 – Advanced Assessment should be performed on trees determined during the development process to have a target. Level 3 assessment includes aerial inspection and evaluation of the structural defects of a tree including decay and load testing for purposes of risk analysis.

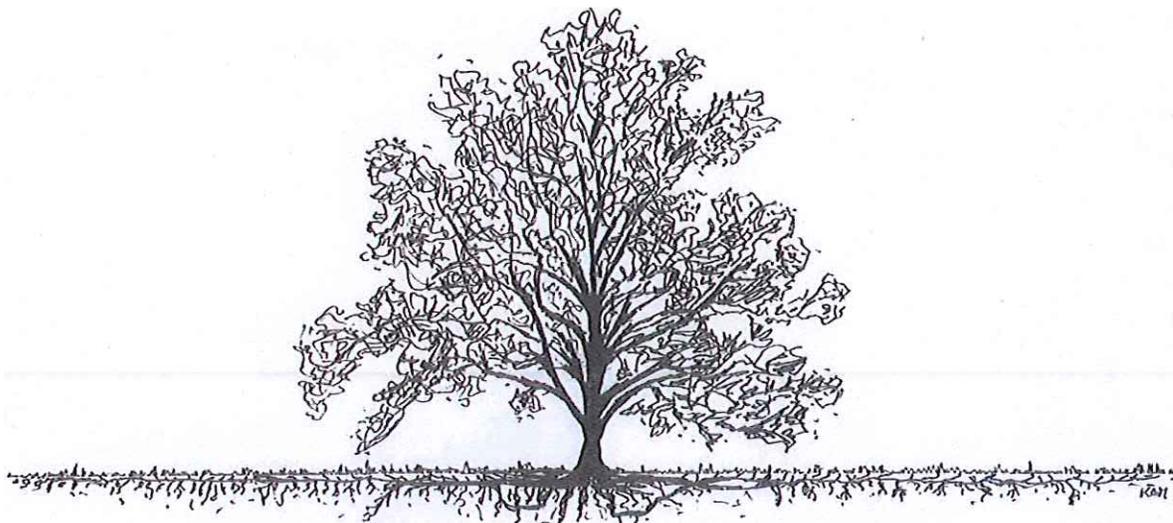
Discussion:

Health and Root Growth Pattern

The majority of a tree’s roots are contained in a radius from the main trunk outward approximately two to three times the canopy of the tree. These roots are located in the top 6” to 3’ of soil. It is a common misconception that a tree underground resembles the canopy (see Drawing A below). The correct root structure of a tree is in Drawing B. All plants’ roots need both water and air for survival. Surface roots are a common phenomenon with trees grown in compacted soil. Poor canopy development or canopy decline in mature trees is often the result of inadequate root space and/or soil compaction.



Drawing A
Common misconception of where tree roots are assumed to be located



Drawing B
The reality of where roots are generally located

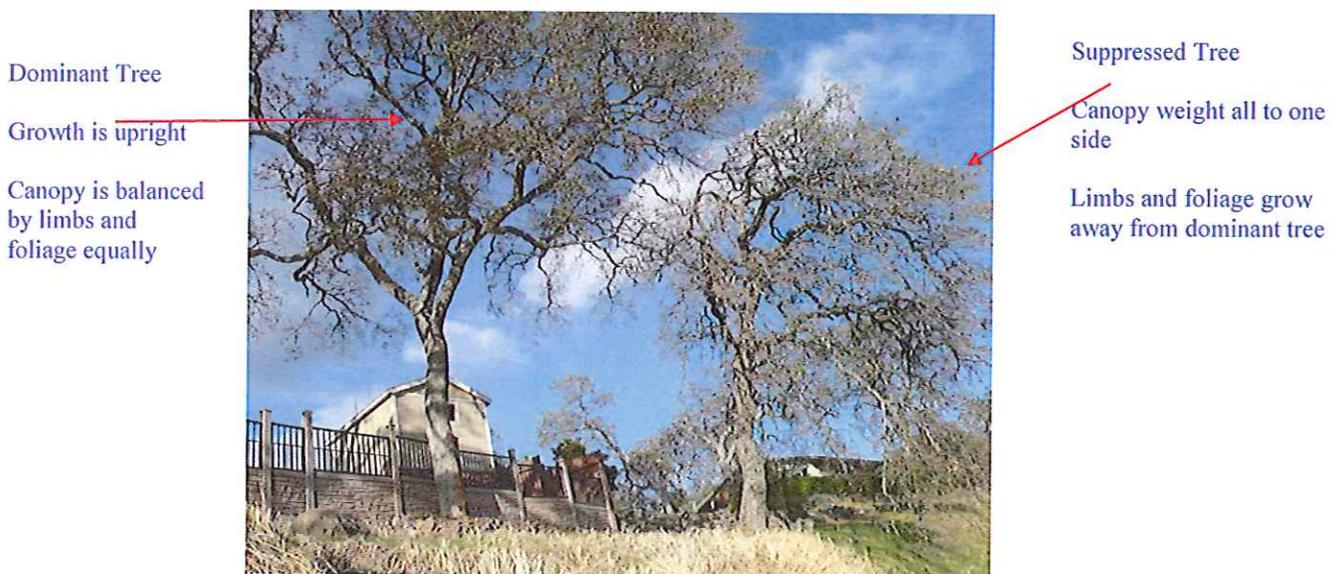
Roots are the method by which a tree receives water and water-soluble nutrients. The water and nutrients are transported through the tree in the cambium layer, which lies just underneath the bark. Photosynthesis, which occurs in the leaves, requires the water from the roots. In return, the leaves produce sugars to feed the roots. There is a balance between the roots and leaves. There must be enough of each to provide for the other.

The life of a tree is a balancing act. Disease, decay and insects are always present causing the tree to use some energy to deter their growth. Age can be a critical factor. A juvenile tree uses its energy to grow rapidly. It is usually rapid enough to outgrow disease, insect damage and other stress factors. A mature tree uses its energy for canopy spread and seed production applying less energy to inhibiting disease, decay and/or insects. By the time a tree is over-mature, the balance shifts and disease, decay and insects can significantly impact the tree. This tree is now in the over-mature phase and beginning the decline cycle.

Mature Western Cottonwood trees typically develop wide spreading crowns with large dead or rotten branches. Open wounds and poorly healed branch stubs provide entrance courts for wood decay fungi. Visible indicators of extensive decay may be present on the lower bole, particularly conks of *Ganoderma applanatum*. The major hazard with this species is in the upper portion of the tree with top breakage and branch shedding of defective and dead limbs. Large limbs with weak unions or defective limbs should be removed to eliminate this hazard. Older cottonwood stands usually contain many defective trees.³

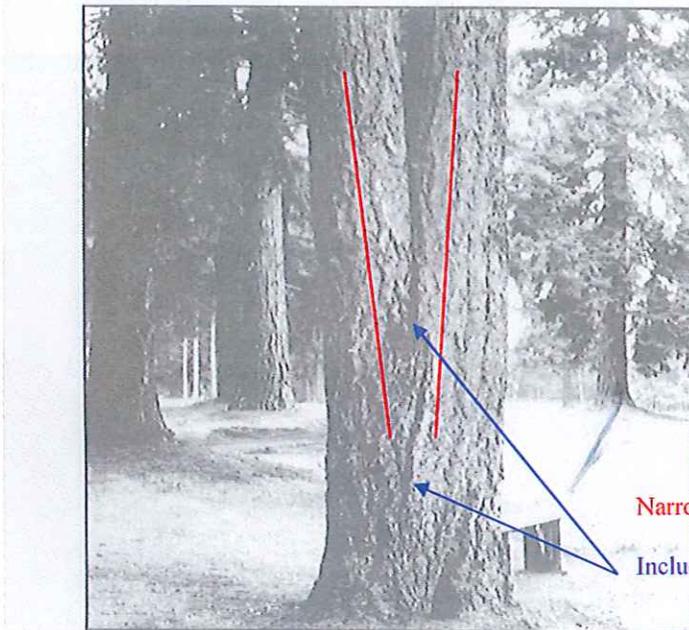
Structural Issues

Limited space for canopy development produces poor structure in trees. The largest tree in a given area, which is 'shading' the other trees is considered Dominant. The 'shaded' trees are considered Suppressed. The following picture illustrates this point. Suppressed trees are more likely to become a potential hazard due to their poor structure.



³ <http://www.fs.usda.gov>. Hazard Profiles of Alaskan Tree Species

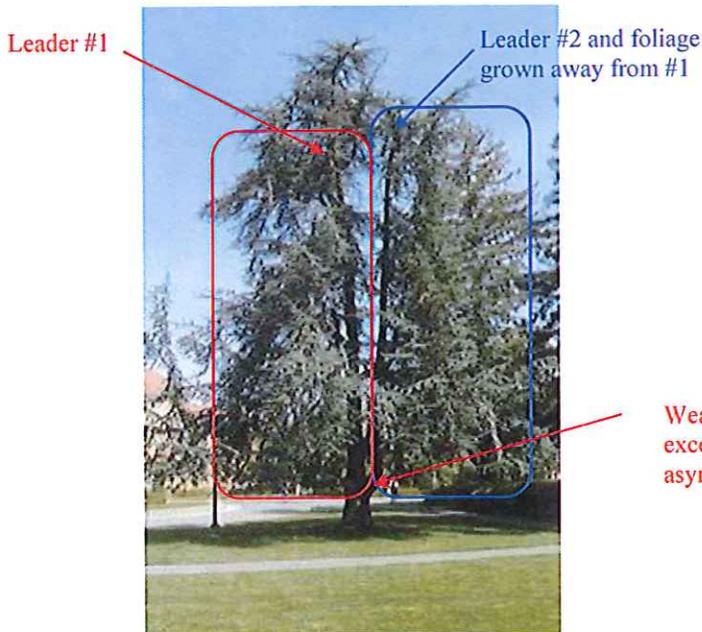
Co-dominant leaders are another common structural problem in trees.



The tree in this picture has a co-dominant leader at about 3' and included bark up to 7 or 8'. Included bark occurs when two or more limbs have a narrow angle of attachment resulting in bark between the stems – instead of cell to cell structure. This is considered a critical defect in trees and is the cause of many failures.

Figure 6. Codominant stems are inherently weak because the stems are of similar diameter.

Photo from *Evaluation of Hazard Trees in Urban Areas* by Nelda P. Matheny and James R. Clark, 1994 International Society of Arboriculture



In addition, co-dominant leaders phototropically (due to sunlight) suppress each other's growth. All the limbs are grown away from the main trunk to one side. The weight of the foliage of the tree is distributed asymmetrically placing a greater amount of pressure on the already weak union.

Photo from <http://grounds.stanford.edu/points/significanttrees/cedrusallantica.html>

Our native oak trees are easily damaged or killed by having the soil within the Critical Root Zone (CRZ) disturbed or compacted. All of the work initially performed around protected trees that will be saved should be done by people rather than by wheeled or track type tractors.

Oaks are fragile giants that can take little change in soil grade, compaction, or warm season watering. Don't be fooled into believing that warm season watering has no adverse effects on native oaks. Decline and eventual death can take as long as 5-20 years with poor care and inappropriate watering. Oaks can live hundreds of years if treated properly during construction, as well as later with proper pruning, and the appropriate landscape/irrigation design.

Conclusion:

There are **134** trees on this property that were assessed by level 1 inspection.

There are **37** trees on this property within the proposed development area that were assessed by a level 2 – basic visual inspection:

None of the trees assessed on this property are rated a 0 (“dead”).

10 of the trees are noted for removal due to their poor condition and are rated 1 (“dangerous/non-correctable”).

22 of the trees are rated 2 (“poor”).

5 of the trees are rated 3 (“fair”) or 4 (“good”).

There are no trees rated 5 (“excellent”).

There are **171** total trees assessed, of which **25** are Western Cottonwood, **120** are Valley Oak, **9** are Box Elder, **1** is Eucalyptus, **3** are Gooddings Willow, and **2** are unidentified species.

Planning Recommendations:

1) Remove all the trees listed in Chart B as rated 1;

2) All Western Cottonwood trees should be allowed a 100' diameter zone of no public foot traffic, or removed, or managed through pruning and reduction (see specific recommendations in Chart B);

3) All trees not included in Chart B which will be in a heavy traffic area should be re-evaluated using a level 2 or level 3 inspection.

General Recommendations during Development:

1) All trees to be saved shall have their root zones and trunk(s) protected with a four (4') foot high orange or yellow plastic, high visibility exclusionary fence surrounding the trees' root zone. The fence shall be staked 10' o.c. maximum spacing, with 5' steel “T” posts, 2” x 2” square or 2”+ Ø wood posts. The exclusionary area shall be under the tree's branched canopy and extend out to the tree's longest dripline radius plus one foot, as a circle. Where new construction will be within the Protected Root Zone, the fencing shall be 4' away from the footings, and extend around the rest of the canopy of the tree from that point. The fencing shall be maintained and not removed until the completion of construction. The fencing shall completely surround the Protected Root Zone and not be “U” shaped or open at any point. Whenever possible, include as many trees that are to be saved into one fenced exclusionary

Protected Root Zone. The fencing plan will be completed once the developer decides on driveway, utility, and structure placement.

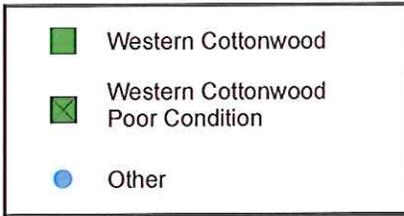
- 2) As soon as the concrete is poured and the forms are stripped, backfill the footings and stem walls. The protected trees nearby that are to remain should be watered to the point of soil saturation.
- 3) To help control root damage, utility-trenching paths are to be established away from the roots and branches of the oaks that are to remain.
- 4) Soil compaction shall be avoided by maintaining the exclusionary Protected Root Zone fencing, keeping material storage, people, portable outhouses, vehicles, and dogs out of this area.
- 5) Soil contamination shall be avoided by eliminating chemical dumping on the property that may infiltrate into the Protected Root Zone. **No:** washing, dumping, or contaminating the site including but not necessarily limited to the following: concrete from tools or trucks, paint materials, sheetrock mud or stucco materials, other chemicals, solvents, herbicides, etc. Limestone gravel should not be used as base material or for drain rock as it will change the pH to be more alkaline, and may harm the native oaks.
- 6) Do not nail, tie, screw, or fasten any signs, braces, etc. to the trees that are to remain.
- 7) The cut and fill material excavated from or added to the lot can kill an oak by removing too many roots, drying or wetting the soil or by suffocating the roots with too much soil. Care must be taken with the added soil as well as with the actual excavation. Roots need air as much as they need water to survive and for the whole tree to live and to flourish. If fill material is needed, properly designed aeration/ventilation systems made to protect the trees and allow for the fill material can be installed.
- 8) When deciding on a pruning arborist, inquire about a chipper and require them to utilize the chipped branches of the trees to be removed or pruned. The chips are to be used under the oaks that are to remain, as mulch in the Protected Root Zone. Other mulch may be used of arborist type woodchips (4 – 6" deep), but not redwood or cedar bark.
- 9) When the recommended pruning is completed, it is only advisable if a qualified ISA Certified Arborist is on site. No cutting of live wood over 2"Ø shall be made. All cutting, pruning, trimming, cabling, guying, bracing, and lightning protection systems shall conform to the most current standards of the American National Standards Institute (ANSI). The current ANSI Tree Care Standards are A300 (Parts 1-4) 2000 to 2002 (copies at: www.ansi.org). The BMPs are "Best Management Practices", as companion publications to the ANSI Tree Care Standards, printed by the International Society of Arboriculture (copies at: www.isa-arbor.com). The BMP booklets explain the details of the ANSI Tree Care Standards and how to follow them correctly. Pruning of branches under 3" in diameter should be made with sharp hand tools: pruners, loppers, and/or handsaws, not chainsaws.

These important details will greatly increase the likelihood of survival for your protected trees.



TREE SITE MAP

for The City of Sacramento Reichmuth Park



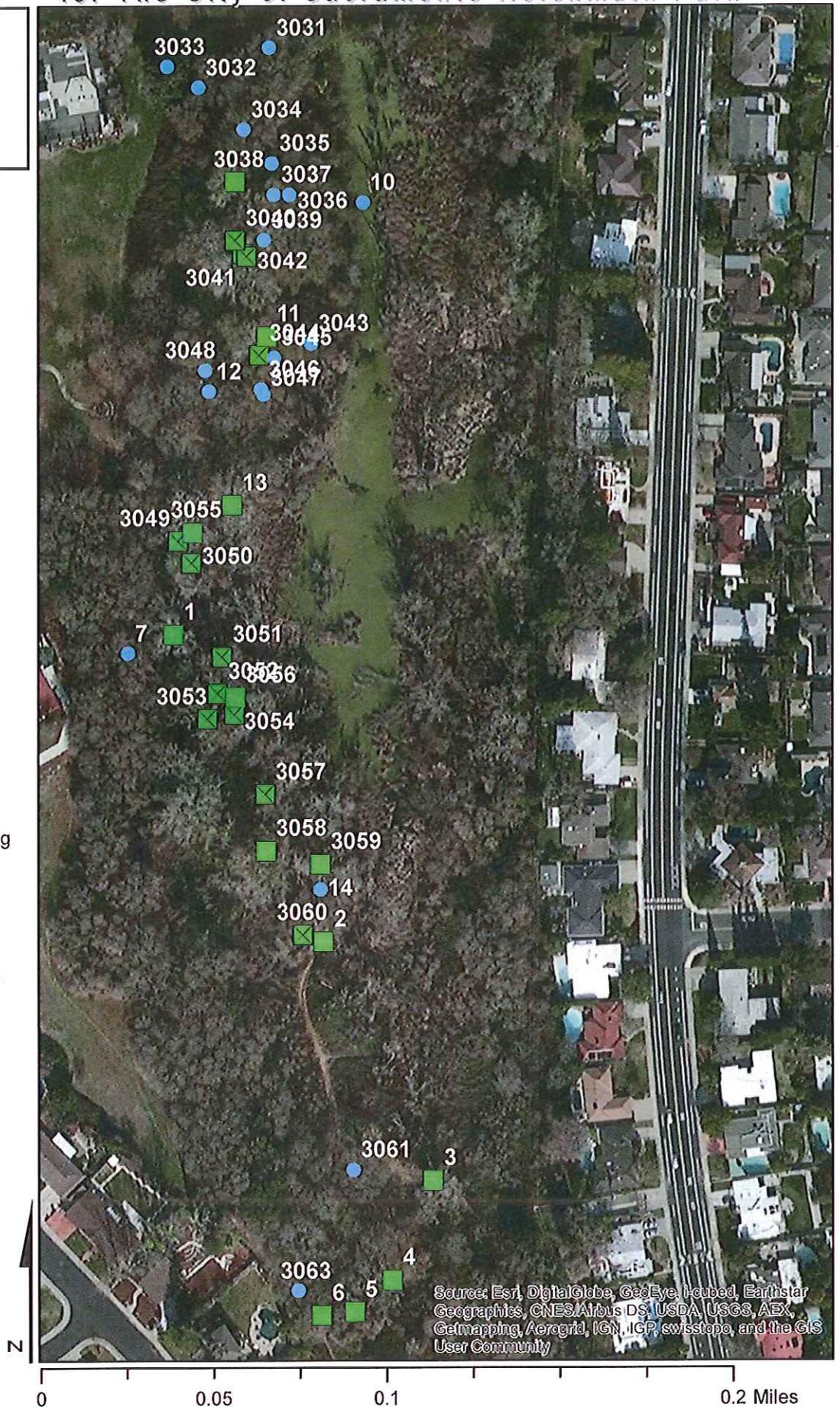
A total of 44 trees were surveyed. 25 were Western Cottonwood and 19 were other species.

12 of the Western Cottonwoods are in poor condition and need to be removed or avoided.

Tree locations collected using Trimble GeoXH 6000

California State Plane NAD 1983 Zone 2

Abacus Consulting Arborists
Julie McNamara MS GISci
2-22-2015



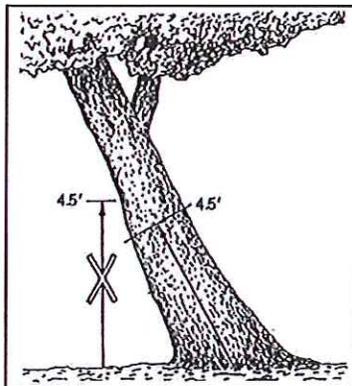
Source: Esri, DigitalGlobe, GeoEye, iSat, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Tree Size expressed by Trunk Diameter

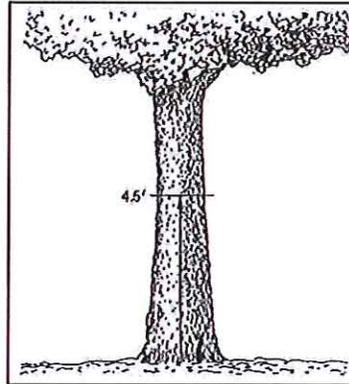
Tree SIZE Expressed by Trunk Diameter

"The height at which the trunk diameter of a tree is measured depends upon its size. The American Standard for Nursery Stock (ANSI, 1990) state that measurements shall be taken 6 inches (15 cm) above the ground for trunk diameters up to and including 4 inches (10 cm). Larger trees (assumed, but not stated, to be of transplantable size) are to be measured at 12 inches (30 cm). Trees normally considered too large to transplant are to be measured 4.5 feet [4'-6"] is also called diameter breast high or dbh] (1.4 m) above the ground. Trees, like conifers, which have branches below 4.5 feet should be measured at a height that most effectively represents the size of the tree." The diameter is calculated by first measuring the circumference divided by 3.14 (π called pi) or by using a "diameter tape" whereon the inches are multiplied by π and shown to produce the diameter directly.

This is the dbh standard for measurement as shown in figure 4-2.



Figures 4-3 (top) and 4-4 (bottom). In each case, the trunk circumference should be measured at right angles to the trunk 4.5 feet (1.4 m) along the center of the trunk axis so the height is the average of the shortest and longest sides of the trunk.



Figures 4-2. Trees with fairly straight, upright trunks with the lowest branch arising on the trunk higher than 6 feet (1.8 m) above the ground should be measured at 4.5 feet (1.4 m).

There are some exceptions to the dbh standard as shown in the figures 4-3, 4-4, 4-5 & 4-6.

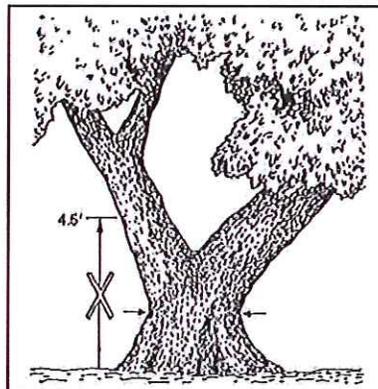
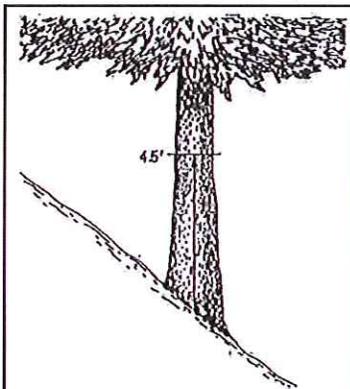


Figure 4-5. When low branches preclude measuring the trunk at 4.5 feet (1.4 m) measure the smallest circumference below the smallest branch. In this example, an alternative would be to determine the sum of the cross-sectional areas of the two stems measured about 12 inches (30 cm) above the crotch; then average the sum of the two branch areas and the smallest cross-sectional area below the branches. This may give a better estimate of tree size. Record the height of measurement(s) and the reasons the height or those heights were chosen.

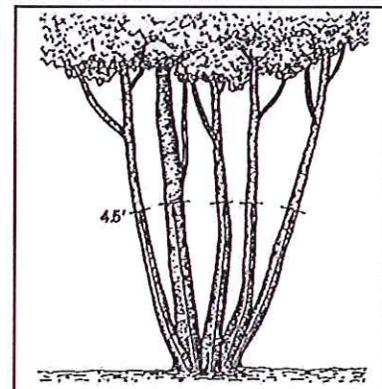


Figure 4-6. In a multi-stem tree, measure the trunk circumference of each trunk at 4.5 feet (1.4 m) above the ground. The area of each trunk is determined and then added together to obtain a trunk area that is representative of the size of the tree and each of the stems contribute its proportionate share to the canopy.

This information is taken from: Guide for Planting Appraisal, English Edition, authored by the Council of Tree & Landscape Appraisers, edited, published & copyrighted by the International Society of Arboriculture, representing: American Association of Nurserymen, American Society of Consulting Arborist, Associated Landscape Contractors of America, International Society of Arboriculture and the National Arborist Association.

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Tree SIZE Expressed by Trunk Diameter

Scale: NTS

Drawing: TSE

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Disclosure, Assumptions and Disclaimer

- 1) I, Nicole Harrison, *ISA Certified Arborist WE-6500A*, with "ABACUS", did personally inspect the site and investigated the tree(s) as mentioned in this report and I performed all aspects of this report unless noted otherwise in the report. Arborist's assistant on site was Greg Nicholas.
- 2) We have neither financial interest in the tree work that may or may not be done, nor financial interest in the property where the tree(s) is (are) located unless noted within the report.
- 3) All opinions and recommendations expressed herein this report are ours solely. We have used our specialized education, knowledge, training and experience to examine the tree(s) and to make our opinions and recommendations to enhance the beauty, health and longevity, with an attempt to reduce the risk of who and/or what is near these trees. We cannot guarantee or warranty that a tree will not be healthy or safe under all circumstances, nor for a specific period of time or that problems may not arise in the future.
- 4) Our report with its opinions and recommendations are limited to the tree(s) inspected.
- 5) We attempt to be cognizant of the whole scope of a project, but many matters are beyond the scope of our professional consulting arborist services such as: exact property boundaries, property ownership, site lines, easements, codes, covenants & restrictions (CC&Rs), disputed between neighbors, and other issues.
- 6) We rely on the information disclosed to us and assume the information to be complete, true, and accurate.
- 7) The inspection is limited to visual examination of accessible items of the tree(s), from the ground unless otherwise noted, without excavation, probing, boring, or dissection, unless noted otherwise. Only information covered in this report was examined, and reflects the condition of those inspected items at that specific time.
- 8) Clients may choose to accept or disregard these opinions and recommendations of the arborist or to seek additional advice.
- 9) This report is copyrighted. Any modification or partial use shall nullify the whole report. Do not copy without written permission. This report is for the client and the client's assignees.
- 10) Sketches, diagrams, graphs, drawings, and photographs within this report are intended as visual aids and are not necessarily to scale, and should not be construed as engineering or architectural detail, reports or surveys.
- 11) We shall not attend or give a deposition and/or attend court by reason of this report unless fees are contracted for in advance, according to our standard fee schedule, adjusted yearly, for such services as described.

Signed: _____

A handwritten signature in black ink, appearing to be 'NH', written over a horizontal line.

Arborist Report by:
ABACUS
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