File ID: 2026-01225 7/21/2026

[Contract] Award Construction Contract for Bertha Henschel Park Restroom and Basketball Court Improvements

File ID: 2026-01225

Location: District 4

Recommendation: Pass a **Motion**: 1) approving the construction plans and specifications for the Bertha Henschel Park Restroom and Basketball Court Improvements Project; 2) awarding the construction contract for the Bertha Henschel Park Restroom and Basketball Court Improvements Project to Parker Landscape Development, Inc. in an amount not-to-exceed $277,686; and 3) authorizing the City Manager or designee to execute the construction contract.

Contact: Dennis Day, Senior Landscape Architect, (916) 808-7633, dday@cityofsacramento.org; Jason Wiesemann, Park Planning, Design, and Development Manager, (916) 808-7634, jwiesemann@cityofsacramento.org; Department of Youth, Parks, and Community Enrichment

Presenter: None

Attachments:
1-Description/Analysis
2-Contract

Description/Analysis

Issue Detail: The Department of Youth, Parks, and Community Enrichment (YPCE) requests approval to award a contract to Parker Landscape Development, Inc. for the Bertha Henschel Park Restroom and Basketball Court Improvements Project for $277,686. The project scope includes: demolishing the existing restroom building, concrete flatwork, and wood shade structure; preparing the pad and utilities for a new restroom; and coordinating installation with the Public Restroom Company. Additional improvements include constructing new concrete flatwork and a 6-inch curb, replacing the drinking fountain and basketball equipment, applying an asphalt seal coat, restriping both courts, relocating turf rotors, providing turf seeding and landscape maintenance, and installing new picnic tables and a concrete park sign.

Following completion of the formal bidding process, Parker Landscape Development, Inc. was identified as the lowest responsive and responsible bidder. Bertha Henschel Park is a 2.5-acre

neighborhood park located at 160 45th Street in Plan Area 3, Council District 3. Construction is anticipated to be completed in the fall of 2026.

Policy Considerations: City Code Chapter 3.60 requires City Council approval for any construction agreements exceeding $250,000.

Providing parks and recreation facilities aligns with the City's strategic plan to enhance neighborhood livability by expanding parks, recreation amenities, and trail networks citywide. This effort also supports the Park Development Process outlined in the 2040 Parks Plan.

Economic Impacts: The economic impacts shown were generated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER applied the IMPLAN input-output model (using 2009 coefficients) to estimate the effects of a hypothetical $1 million in construction spending within the City of Sacramento over an average one-year period. Actual economic impacts may vary significantly from these estimates, and neither the City of Sacramento nor CSER can be held responsible for any consequences resulting from such variations.
Based on this model, the $277,686 park construction project is expected to generate approximately 1.11 jobs (0.64 direct jobs and 0.47 jobs through indirect and induced activities). The project is also projected to produce $171,453 in total economic output, including $108,068 in direct output and $63,385 in indirect and induced output.

Environmental Considerations:
California Environmental Quality Act (CEQA): The proposed project is exempt from environmental review under CEQA Guidelines Sections 15301 and 15302. The project involves the operation, repair, maintenance, and minor alteration of existing public facilities within City Park, with no or negligible expansion of existing or prior uses. It also includes the replacement or reconstruction of existing structures and facilities where the new improvements will be located on the same site as those being replaced.

Sustainability: The Bertha Henschel Park Restroom and Basketball Court Improvements Project has been reviewed for consistency with the goals, policies, and targets of the City's Climate Action Plan for Internal Operations (2016 Update), the 2040 General Plan, the 2018 YPCE Strategic Plan, and Parks Plan 2040. The project supports these plans by enhancing access to a diverse range of health and wellness activities for all residents. The restroom renovation will incorporate sustainable design and maintenance practices, including the water- and energy-efficient fixtures and appliances.

Commission/Committee Action: None.

Rationale for Recommendation: The formal bidding process for the Bertha Henschel Park Restroom and Basketball Court Improvements Project was conducted in accordance with City Code 3.60 and Administrative Policy AP-4002. Bids were opened on June 3, 2023. Three bids were

received, and Parker Landscape Development, Inc. was determined to be the lowest responsive and responsible bidder.

CONTRACTOR	BASE BID	ADDITIVE ALTERNATES 1-9	TOTAL BID
Parker Landscape Development, Inc.	**$177,381**	**$100,305**	**$277,686**
Olympic Land-Construction	**$286,100**	**$127,800**	**$413,900**
Saenz Landscape Construction Co.	**$262,828**	**$116,083**	**$378,911**

The low bidder was determined based on the total bid amount. In accordance with City Code Sections 3.60.020 and 3.60.360(E), Parker Landscape Development, Inc. was identified as the lowest responsive and responsible bidder. Award of the contract is recommended for the base bid and additive alternates, totaling $277,686.
The total bid amount aligns with the Engineer's Estimate, which included $199,440 for the base bid and $76,225 for nine additive alternates. These alternates consist of 1,350 square feet of additional concrete walkway, 25 linear feet of concrete curb, 310 square feet of concrete pads, relocation of site furniture, installation of two picnic tables and two trash receptacles, and a concrete park name sign, for an estimated total of $275,665.

Financial Considerations: There is sufficient funding in the Bertha Henschel Park Restroom and Basketball Court Improvements Project (L19109500) to award the construction contract, including associated staff time. Bertha Henschel Park is an existing facility, and its ongoing maintenance and utility costs are already incorporated into YPCE's operating budget for the applicable fiscal year.

Local Business Enterprise (LBE): Not applicable.
..End

CONTRACT #:	PRC004459	PROJECT:	L19109500
CONTRACT NAME:	Bertha Henschel Park Restroom & Basketball Court Improvements	NOT-TO-EXCEED AMOUNT:	$277,686.00
AGREEMENT TERM:	50 Days from Notice to Proceed	SOLICITATION:	B26191121023
AUTHORIZED RENEWALS:	N	LBE (Y/N):	Y
DEPARTMENT/DIVISION:	YPCE/PPDS	COUNCIL FILE ID:	2026-01225

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification _____, 20 26 , is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Parker Landscape Development, Inc., 6011 Franklin Blvd. Sacramento, CA 95824 ("Contractor").

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:

Notice to Contractors
Proposal Form submitted by the Contractor
Instructions to Bidders
Subcontractor and Local Business Enterprise Participation Form
Drug-Free Workplace Policy and Affidavit
Construction and Demolition (C&D) Debris Recycling Requirements
Workers' Compensation Insurance Certification
Federal or State funding requirements (if applicable)
Local Business Enterprise (LBE) Requirements
Requirements of the Non-Discrimination in Employee Benefits Code
Ban-The-Box Requirements
CWTA Requirements (if applicable)
Addenda, if any
This Agreement
Standard Specifications
Special Provisions
Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Project Progress Payment Application
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 November 10, 2020 (Resolution No. 2020-0354), 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:

Bertha Henschel Park Restroom & Basketball Court Improvements
Bid #B26191121023 (PN: **L19109500**)

Including the Work called for in the following alternative bid items described in the Proposal Form:
A1 Clearing, Grubbing, and Excavation Grading for Walkway (from Restroom south to B St.)
A2 Aggregate Base to Place (From Playground to B Street)
A3 Concrete Walkway (From Playground to B Street)
A4 6” Raised Curb to Construct
A5 Concrete Pads to Construct
A6 Bench and Bike Rack to Reinstall
A7 Picnic Tables to Install
A8 Trash Receptacles to Install
A9 Park Sign to Remove and Replace

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 $277,686.00 , as 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, as defined in section 1-25 of the Standard Specifications ("Engineer"), shall present to the Contractor a statement, which may be in the form of a Project Progress Payment Application, 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 and execute the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for payment of ninety-five (95) percent of the amount in the statement 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. Contractor's written approval and execution of the statement shall contain a signed certification under penalty of perjury under the Laws of the State of California that all items, units, prices, and quantities listed in the monthly estimate are correct, and that all Work has been performed, and materials supplied in full accordance with the conditions of applicable laws, rules, and regulations, and the Contract Documents.

C. No inaccuracy or error in said monthly statements or 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 statement, certificate, or estimate for payment.

D. Contractor shall not be paid for any defective or improper Work.

E. The remaining five (5) percent of the value of the Work performed 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.

F. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City 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.

G. 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. PUBLIC WORKS REQUIREMENTS

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing

wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 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 California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary 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 all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code

Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

8. PERFORMANCE AND PAYMENT BONDS

Contractor must provide a Performance Bond and a Payment Bond to the City, each for a sum equal to one-hundred percent (100%) of the Contract amount. Each Bond shall be executed by a surety insurer admitted and duly authorized to transact business in the State of California. If the amount of this Contract is increased, Contractor shall increase the amount of the Performance and/or Payment bond if and to the extent required by the City.

9. 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.

10. COMMENCEMENT AND PROSECUTION OF WORK

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

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 50 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. 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 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.

18. 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 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. 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.

20. 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.

21. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 21.

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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance is required 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 two million dollars ($2,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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 subcontractors; products and completed operations of Contractor and

subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

(2) Automobile Liability Minimum Scope and Limits of Insurance Coverage. (*Check the applicable provision*)

_X_ Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.
The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

(3) Excess Insurance: The Contractor may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as

additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

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(4) Workers' Compensation Minimum Scope and Limits of Insurance Coverage. (*Check all applicable provisions*)

_X_ Workers' Compensation Insurance is required 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 work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

B. 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 and non-contributory insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.

(2) Any failure to comply with reporting provisions of the policies will 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.

C. Waiver of Subrogation**.**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

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 21 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. Copies of policies shall be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

(2) Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(3) Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(4) 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 this Section 21.

22. 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 22.

23. 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.

24. 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.

25. EXTENSION OF TIME

If the Contractor complies with Section 24, 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.

26. 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.

27. 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.

28. 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).

29. 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 16 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.

30. 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 28

and 29 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

31. 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 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 30 or Section 31 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.

33. 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.

34. REPRESENTATIVES OF THE PARTIES.

A. <u>City Engineer</u>.

(1) The Engineer for this Contract is:

Dennis Day/Senior Landscape Architect
915 I st., 3rd Floor
Sacramento, CA 95814
dday@cityofsacramento.org

(2) All Contractor questions and correspondence pertaining to this Contract must be addressed to the Engineer. In the event the City hires a third-party consultant to assist with construction management, the Engineer may direct Contractor to copy such consultant on questions and correspondence, but such a request does not constitute a delegation of authority to the third-party consultant to serve as the Engineer (i.e., any alterations, deviations, additions to, or deletions from the Work or any of the Contract Documents, must be authorized by the Engineer, not a third-party consultant, pursuant to a properly executed change order).

B. Contractor Representative.

(1) The Contractor Representative for this Contract is:

Name/Title
Address
Phone/Fax/Email

(2) All City questions pertaining to the Contract shall be referred to the Contractor Representative. All correspondence to Contractor shall be addressed to the Contractor Representative.

C. Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given: (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract; or (iii) if transmitted by email, by the time stated on the intended recipient's email.

35. 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.

36. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

37. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

38. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies

under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. Contractor further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Contractor shall provide immediate written notice to the City if, at any time prior to execution, the Contractor learns

this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

39. COMMUNITY WORKFORCE TRAINING AGREEMENT *(Check below if the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by Contractor exceed $1,000,000.*)

___ The work to be completed under this Agreement is subject to the City's Community Workforce Training Agreement ("CWTA") and CWTA Program. A copy of the CWTA and summary of its requirements are attached hereto as Exhibit X.

Prior to executing this Agreement, Contractor has executed Addendum A to the CWTA. All subcontractors (listed or hired after the time of bid or award) must also execute Addendum A to the CWTA prior to performing any Work.

Contractor must include the provisions of this section, as well as a copy of Exhibit X, in every subcontract for Work covered by the CWTA.

Failure to sign and submit Addendum A shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. Failure to satisfy the requirements of the CWTA and demonstrate a good faith effort to meet any Local Hire and Priority Apprentice Goals (if applicable), may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

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 _____

BY Rick Correa (Jun 30, 2026 09:14:01 PDT)
Rick Correa
_____
Print Name
C.O.O.
_____
Title

_____
DIR Registration #
1001168543
Federal ID#
52-2450493
State ID#
2487697
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: Maraskeshia S. Smith, City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

City of SACRAMENTO
Youth, Parks, & Community Enrichment

Bid Proposal for Addendum No. 1

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:

BERTHA HENSCHEL PARK RESTROOM & BASKETBALL COURT IMPROVEMENTS
PN: L19109500, Bid #B26191121023

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	QTY	Unit	Unit Price	Total
1	Temporary Construction Fence	1	LS	$ LUMP SUM	$ 1,609.00
2	Demolition	1	LS	$ LUMP SUM	$ 26,370.00
3	Erosion and Sediment Control for Sites less than 1 acre	1	LS	$ LUMP SUM	$ 2,728.00
4	Construction Staking	1	LS	$ LUMP SUM	$ 3,787.00
5	Site Grading	1	LS	$ LUMP SUM	$ 9,850.00
6	Aggregate Base to Place	1	LS	$ LUMP SUM	$ 8,733.00
7	Concrete Flatwork to Construct	1	LS	$ LUMP SUM	$ 25,452.00
8	Sanitary Sewer System	1	LS	$ LUMP SUM	$ 4,518.00
9	Domestic Water Line	1	LS	$ LUMP SUM	$ 3,120.00
10	Electrical System	1	LS	$ LUMP SUM	$ 4,846.00
11	Building Pad	1	LS	$ LUMP SUM	$ 3,083.00
12	Restroom Building Coordination	1	LS	$ LUMP SUM	$ 765.00
13	City Building Permit and Encroachment Permit Coordination	1	LS	$ LUMP SUM	$ 1,366.00
14	Drinking Fountain to Install	1	LS	$ LUMP SUM	$ 13,638.00
15	Portable Restrooms and Hand Wash Station	1	LS	$ LUMP SUM	$ 2,312.00
16	Tree Protection Measures	1	LS	$ LUMP SUM	$ 804.00
17	Asphalt Seal Coat	1	LS	$ LUMP SUM	$ 4,056.00
18	Basketball Posts and Backboards	4	EA	$ 13,689.75	$ 54,759.00
19	Basketball Court Striping	2	CRT	$ 1,512.00	$ 3,024.00
20	Irrigation Modifications	1	LS	$ LUMP SUM	$ 533.00
21	Turf Sod to Place	1	LS	$ LUMP SUM	$ 1,425.00
22	Bark Mulch (3" Depth)	1	LS	$ LUMP SUM	$ 351.00
22	Landscape Maintenance (30 days)	1	LS	$ LUMP SUM	$ 189.00
				BASE BID TOTAL	$ 177,318.00

Additive Alternate Bid Items:

Item No.	Item	QTY	Unit	Unit Price	Total
A1	Clearing, Grubbing, and Excavation Grading for Walkway (from Restroom south to B St.)	1	LS	LUMP SUM	$ 7,807.00

A2	Aggregate Base to Place (From Playground to B Street)	1	LS	$ LUMP SUM	$ 8,330.00
A3	Concrete Walkway (From Playground to B Street)	1	LS	$ LUMP SUM	$ 29,798.00
A4	6" Raised Curb to Construct	1	LS	$ LUMP SUM	$ 1,859.00
A5	Concrete Pads to Construct	1	LS	$ LUMP SUM	$ 9,601.00
A6	Bench and Bike Rack to Reinstall	1	LS	$ LUMP SUM	$ 201.00
A7	Picnic Tables to Install	2	EA	$ 7,885.50	$ 15,771.00
A8	Trash Receptacles to Install	2	EA	$ 6,476.50	$ 12,953.00
A9	Park Sign to Remove and Replace	1	LS	$ LUMP SUM	$ 14,048.00

ADDITIVE ALTERNATE BID TOTAL $ 100,368.00

GRAND TOTAL $ 277,686.00

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council. It is understood that this Bid Proposal is based upon the completion of the Work within a period of **FIFTY (50) WORKING DAYS AND THIRTY (30) CALENDAR DAYS FOR PLANT ESTABLISHMENT PERIOD,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that, per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of the contract by the City. Contract workdays will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **One Thousand Dollars ($1,000)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor. **By signing, it is also understood that all labor compliance requirements must be met by all contractors, subcontractors, and sub-tier contractors before any payment can be made. Failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.** Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor **shall possess current and active licenses issued by the California Contractors State License Board for A AND C-10 at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.**

CLASS A GENERAL ENGINEERING CONTRACTOR LICENSE # 855546
Name: Parker Landscape Development, Inc.
Address: 6011 Franklin Blvd.
Sacramento, CA 95824
Issue Date: 3.10.25 Expiration Date: 3.31.27

CLASS C10 ELECTRICAL CONTRACTOR LICENSE # 952906
Name: 79 Electrical Services, Inc.
Address: 1272 32nd Street
Sacramento, CA 95816
Issue Date: 4.30.24 Expiration Date: 4.30.27

DETERMINATION OF LOW BIDDER

The determination of the low bidder will be based on the base bid and all additives, if any. However, the contract award may not include any of the additives. The City reserves the right to select which additives, if any, to include in the contract award in addition to the base bid work. If an additive is an alternative to a bid item and the additive is to be awarded, the contract amount will be based on the additive price instead of the base bid item price. In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such errors and to compute the total amount bid by said bidder based on the corrected figure or figures. The City Council may reject any and all bids and waive any informality or minor irregularities in the bids. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of

City of SACRAMENTO
Youth, Parks, & Community Enrichment

work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item, and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete, and the Proposal shall be deemed non-responsive. 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 all of the foregoing figures carefully 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.

CONTRACTOR TO COMPLETE AND SIGN:

BID BOND

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the Bid Proposal amount. **Amount of Bid Proposal Guarantee Enclosed:** ***(must not be less than 10% of the total bid amount including alternates)***

$ 27,768.60 Bid Bond

$ _____ Certified Check

$ _____ Cashier's Check

$ _____ Money Order

$ _____ Other _____

ADDENDUM ACKNOWLEDGEMENT

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Addendum 1 Addendum _____ Addendum _____

Addendum _____ Addendum _____ Addendum _____

Contractor Signature: [signature]

PRIME CONTRACTOR INFORMATION

Legal Business Name:
Parker Landscape Development, Inc.

Business Address: 6011 Franklin Blvd.
Sacramento, CA 95824

Phone: 916-383-4071

Email: dmeier@parkerland.biz
Print or type clearly – results will be emailed

PRIME CONTRACTOR - TYPE OF BUSINESS

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership. Check one:

☐ Individual ☐ Partnership

☑ Corporation ☐ Limited Liability Company

☐ Other _____

PRIME CONTRACTOR LICENSES & TAX INFORMATION

Contractors State License: 855546 Expiration: 3.31.27
(must be valid at time of bid)

DIR Registration #: 1001168543 Expiration: 6.30.27
(must be valid at time of bid)

City of Sacramento Business Operation Tax #: 140622
(must be valid prior to award of contract)

BOTC Expiration: 3.31.27

State Tax ID# 248.87697 Federal Tax ID # 52.2450493

THIS BOX FOR CITY USE ONLY
CITY CLERK TO FILL OUT

Bid Bond Security Received:

☐ Properly Signed ☐ Improperly Signed
☐ Not Included

Type of Deposit Received:

☑ Bid Bond ☐ Certified Check
☐ Cashier's Check ☐ Money Order
☐ Other _____

BY: [signature]
SIGNATURE

Damicle Maier
Print or Type Signers Name

V.P.
Signers Title

6.3.26
Date

City of SACRAMENTO
Youth, Parks, & Community Enrichment

Bond No. 975PL384

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address)	Type of Organization ("X" one)
Parker Landscape Development, Inc. 6011 Franklin Blvd. Sacramento, CA 95824	☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Co. ☐ Other: _____ State of Organization formation: California

SURETY (Name and business address.)

Philadelphia Indemnity Insurance Company
283 S. Lake Ave, Suite 160
Pasadena, CA 91101

(agent name and phone number)
MBI Services
PO Box 428, Roseville, CA 95661
(916) 474-4227

a corporation duly organized under the laws of the State of Pennsylvania and duly licensed to issue this bond as authorized by the State of California. California License No. 0C13015

OBLIGATION: We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento ("City") as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal's bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City's award of the project contract.

THE CONDITION OF THIS OBLIGATION IS -
That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: Parker Landscape Development, Inc.

By: _____
Name: _____
Title: V.P.

Surety: Philadelphia Indemnity Insurance Company

By: Stanley J. Matranga
Name:
Title: Stanley J. Matranga, Attorney-In-Fact

(Seal) Revised: 2020

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga and Eric V. Matranga of Matranga Bonds & Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15 day of March, 2026.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

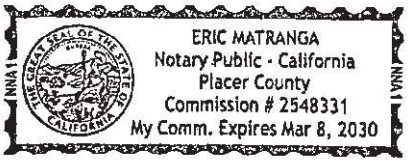
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On May 15, 2026 before me, Eric Matranga, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of SACRAMENTO)

On 05/19/2026 *Date* before me, CYNDI NGUYEN, NOTARY PUBLIC *Here Insert Name and Title of the Officer*

Personally appeared DAWNIELLE MEIER *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 _____ *Signature of Notary Public*

CYNDI NGUYEN
COMM. # 2552319
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES APRIL 23, 2030

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
Corporate Officer—Title(s) _____
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other _____
Signer Is Representing _____

Signer's Name _____
Corporate Officer—Title(s) _____
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other _____
Signer Is Representing _____

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City of SACRAMENTO
Youth, Parks, & Community Enrichment

LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Patricia Saylor at PSaylor@shconsultants.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

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. It is the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker if their payroll system doesn't transfer directly to LCPtracker, meeting the required deadlines for those documents.

This requirement 'flows down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All labor compliance requirements must be met by all contractors, sub-contractors, and sub-tier contractors. Failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023
Labor Compliance Requirements

This form must be signed by the Prime Contractor and all subcontractors.

Public Works Contractor Responsibilities

- Register as a public works contractor prior to bidding or working on this project
- Pay prevailing wages
- Follow apprenticeship requirements
- Maintain and submit certified payroll records

Pursuant to Labor Code Section 1776 (h), the City of Sacramento will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. All requested documentation must be uploaded to LCPtracker.

Prevailing Wage Requirements

- **State Prevailing Wage Determinations** https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm
  *** Single asterisk** indicates that this wage determination can be used for the life of the contract.
  ****Double asterisk** indicates that this wage determination includes predetermined increases.
- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required, shift differential rates must be paid for classifications which include a shift determination.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll. The contractor must make applicable travel and subsistence payments in accordance with Department of Industrial Relations wage determinations. *Reference: Labor Code 1773.1*
- Prevailing wage determinations and other job site postings are mandatory to be posted at the job site for workers review. *Reference: Labor Code 1773.2* https://www.dir.ca.gov/wpnodb.html
- Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: Labor Code 1775*

Apprenticeship Requirements

https://www.dir.ca.gov/Public-Works/Apprentices.html
https://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm
https://www.dir.ca.gov/DAS/PublicWorksForms.htm

- **DAS140** - Submit contract award information for each craft required on the project using the DAS 140 form https://www.dir.ca.gov/DAS/DASForm140.pdf The DAS140 must be submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This form must be uploaded to LCPtracker with proof of service. Proof of service must be certified mail or email receipt only.

- If you are approved to train apprentices, you must send the contract award information to your apprenticeship committee.
- If you are not approved to train apprentices, you must send the DAS 140 to EVERY apprenticeship committee in the geographic area of the public works project that can supply apprentices to the site of the public works project.

- **DAS 142** - Contact the applicable apprenticeship committee to request apprentices for each craft or trade on your project using the DAS 142 form. https://www.dir.ca.gov/DAS/DASForm142.pdf The form must be submitted at least three business days before apprentices are required. This form must be uploaded to LCPtracker with proof of service. Proof of service must be certified mail or email receipt only.
- **Employ apprentices in the correct ratio**. Be sure to employ one hour of apprentice work for every five hours performed by a journeyman level worker. Complaints or violations regarding apprentice ratios will be referred to the DAS. *Reference CCR 16434 (c).*
- **Proof of registration in a California approved apprenticeship program** is required for all apprentices and must be uploaded to LCPtracker with the first payroll on which the apprentice appears. Once uploaded, you must request an apprentice approval from the City's Labor Compliance Officer before your payroll can be submitted. https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp *Reference: Labor Code 1777.5*
- **CAC2** - Make training fund contributions in the amount established in the prevailing wage rate – either to the applicable apprenticeship committee, or the California Apprenticeship Council (CAC). https://www.dir.ca.gov/DAS/tf/cac2.asp Training Fund Contributions are due on the 15th of each month. This form must be uploaded to LCPtracker.
- **Proof of Training Fund Contributions** - Proof of training fund payment must be uploaded to LCPtracker and is due on the 15th of the following month. Acceptable proof is a Union status letter, copy of cashed check (front and back) or a letter from the CAC. The letter from the CAC can be obtained by visiting https://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

Certified Payroll Records

- **Certified Payroll Reports (CPR's)** Contractors and subcontractors are required to submit CPR's to the City using LCPTracker and to the Labor Commissioner using DIR's electronic certified payroll reporting system. Payroll must be at least bi-weekly, and CPR's are due within ten (10) days of pay period end date. CPR's shall contain the same information for compliance with LC § 1776. https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html
- **Non-Performance Payroll Report** If there is five or more consecutive non-workdays within any single pay period you must submit a non-performance CPR. Payroll must be at least bi-weekly and Non- Performance CPR's are due within ten (10) days of pay period end date.
- **Fringe Benefit Statement:** A fringe benefit statement breaking down fringes paid in cash or contributions to plans/programs are due with first certified payroll report and anytime the fringe benefits change. If paying to a program, list the program information. Documentation that the amount stated on the fringe benefit statement is being paid on the employees' behalf may be requested for validation.
- **Other Deductions** –Any "other deductions" listed on a CPR needs to be explained on the CPR and must be expressly authorized in writing by the employee. Letter of deduction authorization must be uploaded to LCPtracker. If a court order mandates the deductions, upload a copy of the order to LCPTracker.

Use and Listing of Subcontractors & Suppliers

The prime contractor is responsible for work performed and compliance met by all subcontractors. The Prime Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work in the contract.

The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors (including concrete deliveries) who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. **The prime must use those subs as listed at bid time unless a written substitution is requested and approved in writing by the Contracts Specialist and Project Manager before substitution.** *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*

Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

- **PW300** All contractors, subcontractors, sub-tier contractors (including concrete delivery companies) are required to submit a PW300 form prior to start of work listing all their subcontractors and suppliers hired to perform work or supply product for the project. Anytime a change is made a new PW300 form must be submitted.

Pay Requests

The City will draft monthly pay request on the 20th of each month for work performed thru the 20th of each month. The City inspector will meet with the contractor to agree on quantities for work performed thru the 20th of each month. The City inspector will fill in the quantities agreed upon, have the contractor sign the draft and the inspector will sign the draft. The City inspector will return the draft to the Contracts & Compliance Specialist for labor compliance review no later than the 25th of each month. If labor compliance is required and has not been met, the Labor Compliance Officer will email the contractor with a list of deficiencies that must be resolved before payment can be approved. By signing below, it is understood that all labor compliance requirements must be met by all contractors, sub-contractors, and sub-tier contractors and failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized. Once labor compliance has been cleared, upon approval by the Labor Compliance Officer, a final pay request will be routed by the City for signatures and processing. The Labor Compliance Officer will upload a copy of the final signed pay request to LCPTracker.

Completion of Project

- **Form 264** The Contractor Notification of Completion must be uploaded into LCPTracker. This form is due at the end of the project once all punch list items have been completed and the NOC has been requested to be filed.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

Contractor Signature	**Contractor Printed Name**
Title	**Date**

All of the forms discussed in this document can be found in LCPTracker under the eDocuments tab.

NOTE: AB 456 EXTENDS THE OPERATION OF THIS CLAIM RESOLUTION PROCESS UNTIL JANUARY 1, 2027

NOTICE REGARDING ASSEMBLY BILL 626

Assembly Bill 626 (AB 626), signed into law September 29, 2016, established a new claim resolution process for public works project contracts entered into on or after January 1, 2017. AB 626 is codified in Section 9204 of the California Public Contract Code. Section 9204 remains in effect until January 1, 2020, and as of that date will be repealed unless another statute extends or deletes this sunset date.

Public Contract Code Section 9204 applies to any "claim," as defined in Section 9204, which is presented by the Contractor to the City. Section 9204 defines a "claim" as a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment of an amount that is disputed by the City.

If Contractor presents a claim to the City in accordance with the provisions of Public Contract Code Section 9204 (hereafter referred to as a "Claim"), the process specified in Section 9204 will be followed, and the provisions of Section 4-8 (Disputed Claims) and Section 4-9 (Review by Claim Review Committee and Issuance of Decision by Department Director) of the City's Standard Specifications for Public Construction will not apply to the Claim. Contractor's Claim shall comply with the provisions of Section 4-7 (Notice of Claims for Additional Compensation or Damages) of the City's Standard Specifications or Contractor shall give a separate written notice of potential claim that complies with the requirements specified in Section 4-7, except in any case where compliance with the requirements specified in Section 4-7 would conflict with Public Contract Code Section 9204.

Subsection (e) of Public Contract Code Section 9204 requires that the text of Section 9204 or a summary be set forth in the plans or specifications for any public works project that may give rise to a claim under Section 9204.

The full text of Public Contract Code Section 9204 is as follows:

> ***9204.***
>
> *(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the

claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the

commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

NOTE: AB 456 EXTENDS THE OPERATION OF THIS CLAIM RESOLUTION PROCESS UNTIL JANUARY 1, 2027

City of SACRAMENTO
Youth, Parks, & Community Enrichment

Prevailing Wages

You must be paid not less than the wage rates listed in the Department of Industrial Relations wage decisions posted with this notice for the work you perform.

Overtime

You must be paid not less than the overtime rates listed in the Department of Industrial Relations wage decisions posted with this notice for the work you perform.

Enforcement

Contract payment can be withheld to ensure workers receive wages and overtime pay due. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

Apprentices

Apprentice rates apply only to apprentices properly registered under the State of California apprenticeship programs.

Who to Call for Questions

If you do not receive proper pay for the work you perform, or require further information on the applicable wages, contact the Labor Compliance Officer listed below:

For Labor Compliance Questions or Concerns for the above referenced project, please contact:

Rachel Trujillo
Contract and Compliance Specialist
Park, Planning, and Development Services
Department of Youth, Parks & Community Enrichment
City of Sacramento
p. (916) 808-6020
e. rtrujillo@cityofsacramento.org

This notice must be posted on the job site at all times with the required job postings and DIR wage determinations associated with this project.

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the "Ban-the-Box Ordinance"), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits "covered employers" from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

"City Contract"

The Ban-the-Box Ordinance applies to all "city contracts." The term "city contract" means a contract awarded after January 1, 2017 to a "covered employer" for services or a public project in return for compensation of $100,000 or more. The term "city contract" includes contracts for services or public projects that were awarded for an amount less than $100,000, but were amended to increase the total compensation to $100,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same "covered employer" within the previous 12 months is $100,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

"Covered Employer"

The Ban-the-Box Ordinance only applies to "covered employers." The term "covered employer" means a person who is a party to a "city contract" and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any "related person." A person is a "related person" when any of the following circumstances exists:

(1) The person and the person that is a party to a "city contract" are both corporations and:
    (a) Share a majority of members of their governing boards; or
    (b) Have two or more officers in common; or
    (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power); or
    (d) Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power).
(2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.

The term "covered employer" includes a subcontractor providing services under a "city contract" if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the "city contract."

The term "covered employer" does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a "covered employer" is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a "city contract." Additionally, the Ban-the-Box Ordinance does not prevent a "covered employer" from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor's responsibility to determine whether the aggregate value of $100,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor's responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a "covered employer" constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require "covered employers" to verify compliance.

DECLARATION OF COMPLIANCE

To assure compliance with the Ban-the-Box Ordinance, any person or entity entering into a contract to provide services or a public project to or for the City, after January, 1, 2017, is required to provide the City with a signed Declaration of Compliance in the form specified by the City prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and when accepted by the City, shall constitute part of the contract.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityofsacramento.org.

For more information on the City's Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240.

Assembly Bill No. 456

CHAPTER 489

An act to amend Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor October 3, 2019. Filed with Secretary of State October 3, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 456, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law establishes, until January 1, 2020, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project against a public entity, as defined. Existing law defines a claim for these purposes as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would extend the operation of this claim resolution process until January 1, 2027.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 of the Public Contract Code is amended to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a

contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

O

City of SACRAMENTO
Youth, Parks, & Community Enrichment

SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM

FOR PUBLIC PROJECTS OVER $250,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of reQuired information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Parker Landscape Development, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1001168543

Business Name	A+B Asphalt Sealing Company Inc	**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ Subcontractor ☐ Supplier
CSLB/Professional License#	584902	**DIR Registration#** *(10 digits)*	1000015176
Address	8299 27st Ave	**Does this subcontractor or supplier qualify as an LBE?**	Yes
City, State, Zip	Sacramento, CA 95826	**Estimated dollar value of work, services or materials to be performed of provided**	$ 6,800 00
Contact Person	Troy LaRiviere	**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address	troy@abasphalt.com	Asphalt Seal Coat & striping	
Phone	916-427-3969		

Business Name	Hanford Sand & Gravel	**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ Subcontractor ☑ Supplier
CSLB/Professional License#	2644686	**DIR Registration#** *(10 digits)*	1000042601
Address	9816 Kent St.	**Does this subcontractor or supplier qualify as an LBE?**	Yes
City, State, Zip	Elk Grove, CA 95624	**Estimated dollar value of work, services or materials to be performed of provided**	$ 7,000 00
Contact Person	Jenny Cuevas	**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address	accounting@hanfordsandandgravel.com	Concrete Supplier	
Phone	916-685-9774		

I hereby certify that each subcontractor listed on this LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

	V.P.	6.3.26	$ 277,686
Signature (Principal of Firm)	**Title**	**Date**	**Total Bid Amount (including additive alternates if applicable)**

City of SACRAMENTO
Youth, Parks, & Community Enrichment

SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM

FOR PUBLIC PROJECTS OVER $250,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of reQuired information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Parker Landscape Development, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1001168543

Business Name	79 Electrical Services, Inc.	Subcontractor or Supplier? *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ Subcontractor ☐ Supplier
CSLB/Professional License#	952906	DIR Registration# *(10 digits)*	2000010531
Address	1272 32nd Street	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	Sacramento, CA 95816	Estimated dollar value of work, services or materials to be performed of provided	$ 2,000 00
Contact Person	Glenn Baum	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	gbaum@79electric.com	Electrical Work	
Phone	916-873-2432		

Business Name	Kevin Young Concrete	Subcontractor or Supplier? *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ Subcontractor ☐ Supplier
CSLB/Professional License#	699627	DIR Registration# *(10 digits)*	1000037998
Address	9880 Kent St.	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	Elk Grove, CA 95624	Estimated dollar value of work, services or materials to be performed of provided	$ 1,600 00
Contact Person	Kevin Young	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	kyconcrete1994@gmail.com	Concrete Pumping	
Phone	916-686-3332		

I hereby certify that each subcontractor listed on this LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)
[signature]	V.P.	6.3.26	$ 277,686 00

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 952906

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2026 2:08:21 PM

Business Information

79 ELECTRICAL SERVICES INC
1272 32ND STREET
SACRAMENTO, CA 95816
Business Phone Number:(916) 873-2432

Entity Corporation
Issue Date 09/30/2010
Reissue Date 04/26/2019
Expire Date **04/30/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY .
Bond Number: 7901282784
Bond Amount: $25,000
Effective Date: 05/23/2026
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GLENN WESLEY BAUM certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/26/2019

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
Effective Date: 04/18/2025
Expire Date: None
Workers' Compensation History

Miscellaneous Information

- 04/26/2019 - LICENSE REISSUED TO ANOTHER ENTITY

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1000015176 - A & B Asphalt Sealing Co., Inc

Search

1000015176 - A & B Asphalt Sealing Co., Inc

Customer Account Lookup

PWCR

1000015176

Contractor Status

DIR Approved

CSLB

584901

1000031998 - KEVIN NOEL YOUNG

Customer Account Lookup

PWCR

1000031998

Contractor Status

DIR Approved

CSLB

699627

Business Phone

9166863332

Ext

Registration Start Date

2025-09-22

Legal Entity Name

KEVIN NOEL YOUNG

Doing Business As (DBA)

KEVIN YOUNG CONCRETE COMPANY INC.

Business Structure

Corporation

President

Kevin Young

Email

kyconcrete1994@gmail.com

Registration End Date

2028-06-30

Crafts

Operating Engineer | Laborer and Related Classifications (Building Construction)

Address

Mailing Address

9880 Kent Street

Mailing Address - City

Elk Grove

Mailing Address - State

California

Mailing Address - Zip

95624

Mailing Address - Country

United States of America

Physical Address

9880 Kent Street

Physical Address - City

Elk Grove

Physical Address - State

California

Physical Address - Zip

95624

Physical Address - Country

United States of America

Related Lists

Registration Dates 6

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Accessibility

dir.ca.gov

Business Phone

9164524151

Ext

Registration Start Date

2025-04-16

Legal Entity Name

A & B Asphalt Sealing Co., Inc

Doing Business As (DBA)

A & B Asphalt Sealing Co., Inc

Business Structure

Corporation - C corp

President

Joseph Breault

Email

lrigos@abasphalt.com

Registration End Date

2027-06-30

Crafts

Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)

Address

Mailing Address

8299 21st Avenue

Mailing Address - City

Sacramento

Mailing Address - State

CA

Mailing Address - Zip

95826

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 10

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1000042601 - HANFORD SAND & GRAVEL, INC.

Search

1000042601 - HANFORD SAND & GRAVEL, INC.

Customer Account Lookup

PWCR

1000042601

Contractor Status

DIR Approved

CSLB

Business Phone

9166859774

Ext

Registration Start Date

2023-11-08

Legal Entity Name

HANFORD SAND & GRAVEL, INC.

Doing Business As (DBA)

HANFORD SAND & GRAVEL, INC.

Business Structure

Corporation - S corp

President

PRESTON HANFORD III

Email

c.hyde@hanfordsandandgravel.com

Registration End Date

2026-06-30

Crafts

Driver (On/Off-Hauling to/from Construction Site)

Address

Mailing Address

9800 KENT STREET

Mailing Address - City

ELK GROVE

Mailing Address - State

CA

Mailing Address - Zip

95624

Mailing Address - Country

UNITED STATES

Physical Address

9800 KENT STREET

Physical Address - City

ELK GROVE

Physical Address - State

CA

Physical Address - Zip

95624

Physical Address - Country

Related Lists

Registration Dates (6)

Terms & Conditions

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1001168543 - PARKER LANDSCAPE DEVELOPMENT, INC

Search

1001168543 - PARKER LANDSCAPE DEVELOPMENT, INC

Customer Account Lookup

PWCR

1001168543

Contractor Status

DIR Approved

CSLB

855546

Business Phone

916-383-4071

Ext

Registration Start Date

2024-07-01

Legal Entity Name

PARKER LANDSCAPE DEVELOPMENT, INC

Doing Business As (DBA)

Parker Landscape Development Inc.

Business Structure

Corporation - S corp

President

Dawnielle Meier

Email

dmeier@parkerland.biz

Registration End Date

2027-06-30

Crafts

Cement Mason | Laborer and Related Classifications | Landscape Maintenance Laborer (Applies only to routine landscape maintenance work, not new landscape construction) | Landscape Operating Engineer | Operating Engineer for Landscape Construction Projects | Plumber

Address

Mailing Address

6011 FRANKIN BLVD

Mailing Address - City

Sacramento

Mailing Address - State

CA

Mailing Address - Zip

95824

Mailing Address - Country

United States

Physical Address

6011 Franklin Blvd

Physical Address - City

Sacramento

Physical Address - State

CA

Physical Address - Zip

95824

Physical Address - Country

Related Lists

Registration Dates (1)

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2000010531 - Sconcen Electric,Inc

Customer Account Lookup

PWCR

2000010531

Contractor Status

DIR Approved

CSLB

952906

Business Phone

9168732432

Ext

Registration Start Date

2025-12-19

Legal Entity Name

Sconcen Electric,Inc

Doing Business As (DBA)

Sconcen Electric

Business Structure

-- None --

President

Glenn Baum

Email

gbaum@sconcen.com

Registration End Date

2027-06-30

Crafts

Electrician

Address

Mailing Address

1272 32nd STREET

Mailing Address - City

Sacramento

Mailing Address - State

Ca

Mailing Address - Zip

95816

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (2)

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 584901

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2026 2:05:20 PM

Business Information

A & B ASPHALT SEALING CO INC
8299 21ST AVENUE
SACRAMENTO, CA 95826
Business Phone Number:(916) 452-4151

Entity	Corporation
Issue Date	01/08/1990
Reissue Date	01/26/1996
Expire Date	**01/31/2028**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C12 - EARTHWORK AND PAVING
- C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE) .
Bond Number: 999289720
Bond Amount: $25,000
Effective Date: 01/01/2024
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOSEPH BREAULT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/29/2004

Workers' Compensation

This license has workers compensation insurance with the EVEREST PREMIER INSURANCE COMPANY
Policy Number:7600022535241
Effective Date: 07/01/2025
Expire Date: 07/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
1232 **-** Description Unavailable

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- 01/26/1996 **-** LICENSE REISSUED TO ANOTHER ENTITY

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 855546

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2026 1:56:33 PM

Business Information

PARKER LANDSCAPE DEVELOPMENT INC
6011 FRANKLIN BLVD
SACRAMENTO, CA 95824
Business Phone Number:(916) 383-4071

Entity Corporation
Issue Date 03/10/2005
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C27 - LANDSCAPING
- A - GENERAL ENGINEERING
- C-8 - CONCRETE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: 100002172
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual TIMOTHY JON PARKER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 09/19/2008
  BQI's Bond History

- The qualifying individual RYAN KEITH PARKER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 09/19/2008
  BQI's Bond History

This license has workers compensation insurance with the ENDURANCE ASSURANCE CORPORATION
Policy Number:EAW0000528900
Effective Date: 03/31/2026
Expire Date: 03/31/2027
Workers' Compensation History

Workers' compensation classification code(s):
0042 **-** Landscape Gardening
8742 **-** Salespersons-Outside
8810 **-** Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 699627

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2026 2:11:32 PM

Business Information

KEVIN YOUNG CONCRETE COMPANY INC
9880 KENT STREET
ELK GROVE, CA 95624
Business Phone Number:(916) 826-6926

Entity Corporation
Issue Date 12/01/1994
Reissue Date 02/15/2005
Expire Date **02/28/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C-8 - CONCRETE
- C53 - SWIMMING POOL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: SC1039132
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEVIN NOEL YOUNG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/14/2019
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TECHNOLOGY INSURANCE COMPANY INC
Policy Number:TES4729989
Effective Date: 01/01/2026
Expire Date: 01/01/2027
Workers' Compensation History

Workers' compensation classification code(s):
5201 **-** Description Unavailable
5205 **-** Description Unavailable
8810 **-** Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- 02/15/2005 **-** LICENSE REISSUED TO ANOTHER ENTITY

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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NOTE: AB 456 EXTENDS THE OPERATION OF THIS CLAIM RESOLUTION PROCESS UNTIL JANUARY 1, 2027

NOTICE REGARDING ASSEMBLY BILL 626

Assembly Bill 626 (AB 626), signed into law September 29, 2016, established a new claim resolution process for public works project contracts entered into on or after January 1, 2017. AB 626 is codified in Section 9204 of the California Public Contract Code. Section 9204 remains in effect until January 1, 2020, and as of that date will be repealed unless another statute extends or deletes this sunset date.

Public Contract Code Section 9204 applies to any "claim," as defined in Section 9204, which is presented by the Contractor to the City. Section 9204 defines a "claim" as a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment of an amount that is disputed by the City.

If Contractor presents a claim to the City in accordance with the provisions of Public Contract Code Section 9204 (hereafter referred to as a "Claim"), the process specified in Section 9204 will be followed, and the provisions of Section 4-8 (Disputed Claims) and Section 4-9 (Review by Claim Review Committee and Issuance of Decision by Department Director) of the City's Standard Specifications for Public Construction will not apply to the Claim. Contractor's Claim shall comply with the provisions of Section 4-7 (Notice of Claims for Additional Compensation or Damages) of the City's Standard Specifications or Contractor shall give a separate written notice of potential claim that complies with the requirements specified in Section 4-7, except in any case where compliance with the requirements specified in Section 4-7 would conflict with Public Contract Code Section 9204.

Subsection (e) of Public Contract Code Section 9204 requires that the text of Section 9204 or a summary be set forth in the plans or specifications for any public works project that may give rise to a claim under Section 9204.

The full text of Public Contract Code Section 9204 is as follows:

> ***9204.***
>
> *(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the

claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the

commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

NOTE: AB 456 EXTENDS THE OPERATION OF THIS CLAIM RESOLUTION PROCESS UNTIL JANUARY 1, 2027

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023

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.

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:

C27, C8, A, #855546 3.31.27

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

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

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

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

☐ Yes ☑ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☑ No

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

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA (Location), on 4.3.24 (Date).

Signature: [signature]

Print name: Dannielle Meier

Title: V.P.

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574
DATE ADOPTED: July 31, 2007

REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM
(LBE Program)

1. INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City's procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific procurement opportunities.

2. APPLICATION

As summarized in the table below, there are two components to the LBE Program:

a. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
b. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

	Contracts Under $250,000				Contracts $250,000 or more			
	Goods	Non-Professional Services	Professional Services	Public Projects	Goods	Non-Professional Services	Professional Services	Public Projects
Apply 5% LBE Preference*	YES	YES	YES	YES	NO	NO	YES	NO
Apply 5% Minimum LBE Participation Requirement	NO	NO	NO	NO	NO	YES	YES	YES

* LBE Preference only applies if the proposed prime contractor qualifies as an LBE.

Local Business Enterprise: A Local Business Enterprise ("LBE") 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" within City limits or the unincorporated area of Sacramento County.

A "legitimate business presence" within City limits or the unincorporated area of Sacramento County means:

a. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and

b. Legally operating a location in the City of Sacramento or unincorporated area[1] of Sacramento County that is either:
   (1) a principal business office or workspace; or
   (2) a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:

- Tax returns for the business;
- Utility bill in the name of the business;
- Business license; and/or
- Secretary of State filings.

Exceptions from LBE Preference and Participation Requirements

The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

3. LBE PREFERENCE

For contracts under $250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of $250,000 or more. The proposed prime contractor must qualify as an LBE to receive LBE preference points. Utilizing an LBE subcontractor is not a basis for receiving LBE preference points.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score

[1] "Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County ***does not include*** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, Rancho Cordova, and Sacramento.
(see https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx).

awarded to the LBE is increased by 5% of the total possible evaluation points.
The City Manager does not have the authority to waive the application of the LBE Preference. Only the City Council can waive the application of the LBE Preference. No waiver is required for procurements that are otherwise excluded from the LBE Program (as listed above), including federally funded purchases.

4. LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of $250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE's on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

The City Manager (or designee) has the authority to waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals.

PARTICIPATION LEVEL

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.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.

2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

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 a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.

CONTRACTOR AND SUBCONTRACTOR REQUIREMENTS[2]

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.

Performance of LBE Subcontractors and Suppliers: The LBE subcontractors and suppliers listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed on the Subcontractor and LBE Participation Verification Form, 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 subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.

3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.

5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.

[2] These requirements only apply to the LBE Participation component of the LBE Program

6. It would be in the best interest of the City.

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.

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 LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (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 not be 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 or proposal. Deduction shall be made from any payment due 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.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 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 5 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.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.

City of SACRAMENTO
Youth, Parks, & Community Enrichment

DRUG-FREE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ N/A _____ _____

Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

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

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Parker Landscape Development, Inc.

BY: _____ V.P. **Date:** 4.3.26

Signature Title

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

FM 681
(Rev. 10/5/01)

City of SACRAMENTO
Youth, Parks, & Community Enrichment

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023

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: 6.17.20 Contractor Parker Landscape Dev.

By _____
Signature

(Rev. 5-6-91)

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions**. For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan**. A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Building Permit Numbers	*Please put all known permit numbers related to this project.*
Form submitted by:	*Please attach a business card, or put your name with a phone number and/or an email address.*

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The administration fee and security deposit (if applicable) must be submitted for this form to be approved. Administration fee is 0.04% of project valuation (min $40, max $800); security deposit is 1% of valuation (max $10,000). **The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed.** Approval may also be delayed if the waste log from a previous project is due.

Building Project Information:

Job Address: _____

Contractor: _____ Phone: _____

Address: _____ Email: _____

Owner: _____ Phone: _____

Address: _____ Email: _____

Briefly describe the project:

_____

_____

Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

Material Management

How the C&D debris will be stored on the project site: ☐ Mixed C&D ☐ Source-Separated

Company to haul away debris: _____

Facilities to receive debris: _____

Waste Log and tickets must be submitted within 30 days of permit being finaled.

Office Use Only: Received by: _____ On date: _____

☐ Logged ☐ Approved ☐ Scanned ☐ Payment Processed ☐ Filed Fee amount: $_____

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-0965 if these terms are not clear to you. More information is also available online at http://www.sacrecycle.org/.

1. **Self-haul or self-hauling**: This is when the permit holder, general contractor, or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.

2. **Franchised hauler**: See Solid Waste web site (http://www.sacrecycle.org/) for a list of these haulers. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris for a fee.

3. **Source separation**: This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers, and sending it to an authorized recycler. (A list of recyclers is on the Solid Waste web site at http://www.sacrecycle.org/.) Source-separated material may be hauled by anyone.

4. **Mixed C&D debris**: This is achieving compliance with the recycling requirement by putting all recyclable (and a small amount of unrecyclable) debris into one container. Mixed material must be sent to a certified mixed C&D sorting facility to have the recyclable material extracted and recovered. Mixed material also must be either self-hauled, or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See the Solid Waste web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority to extract recyclable materials from mixed C&D debris. If you achieve compliance by mixed recovery, your debris must go to a certified mixed sorting facility.

Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site in the permit folder for the duration of the project.
- City of Sacramento staff may enter the jobsite to inspect waste collection areas.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only SWA-Franchised Haulers or self-haulers (as defined above) may collect and transport trash or mixed C&D material from the jobsite.
- Construction and Demolition Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted within 30 days of your permit being finaled or expired. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site. *Enter your Permit Number on your Waste Log now!*
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

C&D Debris Waste Log

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

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, 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 NOTICE REQUIREMENTS

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

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

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.

CITY OF SACRAMENTO

AN ORDINANCE

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

Frequently Asked Questions - For Contractors' Use

This document contains information on the most important questions about Sacramento's Non-Discrimination in Employee Benefits by City Contractors Ordinance. These questions and answers are general; see the text of the Ordinance for a more detail explanation.

Q. What is the purpose of Sacramento's Non-Discrimination in Employee Benefits by City Contractors Ordinance?

A. The purpose of the Ordinance is to prohibit contractors from discriminating between employees with spouses and employees with domestic partners, and from discriminating between the spouses and domestic partners of employees, in the provision of employee benefits.

The Ordinance does not require contractors, who do business with the City, to provide employee benefits. It does, however, require those contractors who do business with the City and who do provide employee benefits, to provide those employee benefits without discrimination.

Q. What is the effective date of the Ordinance?

A. The Ordinance applies to any contract which has a bid submittal due date on or after April 1, 2005.

Q. What is the definition of "Contractor"?

A. For the purpose of this Ordinance, a Contractor is any person who is a party to an applicable City Contract or Agreement who, in the normal course of business, provides for the performance of public works or improvements, the purchase of goods or services, or grants.

Q. What is the definition of "Employee"?

A. Employee means an individual who performs work directly related to an applicable City Contract, whether the individual works full-time or part-time, is a contingent or contract employee, or is made available to work on the City Contract through a temporary-services agency or similar entity.

CITY OF SACRAMENTO

AN ORDINANCE

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

Frequently Asked Questions - For Contractors' Use

"Employee" does not include:

- Individuals who participate in job-training and education programs that have, as their express purpose, the provision of basic job skills and education to participants with the goal of earning a high-school equivalency diploma and permanent employment.

- Student interns.

- Individuals participating in specialized training programs.

Q. What is the definition of "Domestic Partner"?

A. 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.

Q. What are "Employee Benefits"?

A. Employee Benefits subject to the Ordinance are:

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

Q. What are some conditions that can be met to preclude discrimination in providing employee benefits?

A. If it costs more to provide a certain benefit for the domestic partner of an employee than it costs to provide that same benefit for the spouse of an employee, or if it costs more to provide a certain benefit for the spouse of an employee than it costs to provide that same benefit for the domestic partner of an employee, the contractor will not be deemed to discriminate in the providing employee benefits if the contractor conditions providing the benefit if the employee agrees to pay the excess costs.

CITY OF SACRAMENTO

AN ORDINANCE

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

Frequently Asked Questions - For Contractors' Use

In the event a contractor is unable to provide a certain benefit to both the spouse or domestic partner of employees, despite taking reasonable measures to do so, the contractor will not be deemed to discriminate in the providing employee benefits if the contractor provides the employee with a cash equivalent.

A contractor will not be deemed to be discriminating in providing employee benefits if the contractor does not provide employee benefits to employees' spouses or to employee's domestic partners or on a basis that is unrelated to marital or domestic partner status.

Q. What "applicable contracts or agreements" are subject to the Ordinance?

A. Contracts or Agreements subject to the Ordinance are those contracts or agreements with the City, executed in an amount exceeding $100,000.00 (either initial value or total value after any addition or modification), which provide for the performance of public works or improvements, the purchase of goods or services, or grants to be provided, but only to the extent of the contractor's operation that occurs:

- Within the City of Sacramento
- 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
  - Elsewhere in the United States, at any location where a significant portion of work related to the contract is being performed.

The Ordinance also applies to written agreements for the exclusive use or occupancy of real property, for a period of time exceeding 29 days in any calendar year for:

- The operation or use by others of real property owned or controlled by the City (whether by leases, concessions, franchises, or easements), for the operation of a business, social or other establishment or organization.
- The City's use or occupancy of real property owned by others (whether by leases, concessions, franchises, or easements).

CITY OF SACRAMENTO

AN ORDINANCE

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

Frequently Asked Questions - For Contractors' Use

The Ordinance does not apply to:

- Transactions entered into pursuant to cooperative purchasing agreements approved by the City Council.
- Legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.
- Subcontractors or subcontractors of any contract or contractors.
- Contracts covering 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
- Agreements governing the use of City property that constitutes a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally recognized as protected by the First Amendment to the U. S. Constitution, or that are primarily recreational in nature.

Q. Is it possible to waive the provisions and requirements of the Ordinance?

A. Yes. The City Manager, or designee, may waive the requirements of the Ordinance under designated circumstances. All requests for waiver need to be detailed, in writing, and routed through the Project Manager for initial review and approval.

Q. Am I required to provide employee notification regarding the Ordinance?

A. Yes. Contractors subject to the Ordinance must give to each current employee **(WORKING DIRECTLY ON THE CONTRACT)** and, within ten (10) days of hire, each new employee **(WHEN WORKING DIRECTLY ON THE CONTRACT)**, written notification of his or her rights under the Ordinance in a form specified by the City. (See Sample Letter; Attachment A). A copy of each such letter must be retained in an appropriate file for possible future review by an authorized City representative.

In addition, a similar notice must be prominently posted in areas where it may be seen by all employees. (See Sample Poster; Attachment B).

CITY OF SACRAMENTO

AN ORDINANCE

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

Frequently Asked Questions - For Contractors' Use

Q. If I have questions about the Ordinance or its application, who can I contact for assistance?

A. You can contact the Program Administrator at:

City of Sacramento
Procurement Services
915 I Street, 2nd Floor
Sacramento, CA 95814-2714
(916) 808-6240
(916) 808-5747 (Fax)

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

    - Reinstatement, injunctive relief, compensatory damages and punitive damages

    - Reasonable attorney's fees and costs

Attachment B

City of SACRAMENTO

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

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

The included employee benefits are:

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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, Procurement Services, at the same address, containing the details of the alleged violation.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

_____
Name of Contractor

_____
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 in total value.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this 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.

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

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the 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 EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

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

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

_____ _____

Signature of Authorized Representative Date

_____

Print Name

_____

Title

Contracts and Compliance Services
915 I Street, 3rd Floor
Sacramento, CA 95814
Phone: 916-808-6020
rtrujillo@cityofsacramento.org

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023
Addendum No. 1

May 22, 2026

To all Potential Bidders:

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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such changes may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

Respectfully,

Rachel Trujillo
Contract & Compliance Specialist

Enclosure

Bertha Henschel Park Restroom & Basketball Court Improvements
(PN: L19109500)
Bid #B26191121023
Addendum No. 1

ITEM 1 Bid Proposal

DELETE: Bid Proposal
INSERT: Bid Proposal for Addendum No. 1 (Attached).

Clarification: The "Bid Item No 16 – Knox Box has been deleted.
The "Bid item No. 16 - Tree Protection Measures" has been added.

ITEM 2 Specifications

DELETE: "Item No. 16 – Knox Box," which is being removed.
INSERT: "Item No. 16 – Tree Protection Measures" as follows:

Item No. 16 - Tree Protection Measures

This item shall consist of furnishing and installing the Tree Protection measures as shown on the Demolition Plans in conformance with Sections 10-38 and 31, and Standard Drawing C.E. 11 of the Standard Specifications and as amended by these Special Provisions.

A. After the issuance of the "Notice to Proceed," a 6-foot chain link fence shall be installed under the direction of the city arborist (768-8604). Orange plastic fencing is not acceptable. Dimensions will be contingent upon tree size and species. The fencing shall remain in place for the duration of the project except for the temporary removal required to replace the existing concrete flatwork.

B. The contractor should hire an International Society of Arboriculture (ISA), certified arborist to make biweekly inspections to ensure the protective fencing stays in place and to monitor tree health. The arborist will take any required action, i.e., supplemental irrigation, fertilization, soil compaction remediation, to ensure the health of the trees. Contractor will be responsible for any costs incurred.

C. No excavation for utilities, trenching, grade changes, storage of materials, or parking of vehicles shall be allowed within the area. Boring or hand trenching for utilities shall be allowed within the fenced area under the supervision of the project arborist.

D. If, during excavation for the project or for any necessary sidewalk, curb, gutter repair, or driveway construction, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean, and the tree affected may require supplemental irrigation/fertilization and pruning because of root pruning.

E. Pruning will be allowed under the direction of the arborist for building, crane, or other equipment clearance.

F. If, as a result of root or canopy pruning, the project arborist and the city arborist determine that the tree should be removed, then the following mitigation is required: a. the project arborist does a tree value appraisal using the "Guide to Plant Appraisal," ninth edition, published by the ISA. b. Contractor will reimburse the City of Sacramento for the tree value c. Plant a 48-inch box-size replacement tree.

G. The contractor shall be held liable for any damage to existing street trees. i.e., trunk wounds, broken limbs, pouring of any deleterious materials, or washing out concrete under the drip line of the tree. Damages will be assessed using the "Guide to Plant Appraisal," ninth edition, published by the ISA. The project arborist will submit a report for review by the city arborist.

H. The trees to be saved and the protection methods noted above shall be identified on all grading and building site plans for the project.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the Tree Protection Measures as shown on the Plans, as specified in the Special Provisions and as directed by the Park Construction Inspector.

ITEM 3 Plans

INSERT: "Wrecking Plan and Photos" to the project, which shows the required tree protection measures and fencing, and the truck and crane access to the site for the restroom removal. (Attached).

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:

BERTHA HENSCHEL PARK RESTROOM & BASKETBALL COURT IMPROVEMENTS
PN: L19109500, Bid #B26191121023

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	QTY	Unit	Unit Price	Total
1	Temporary Construction Fence	1	LS	$ LUMP SUM	$
2	Demolition	1	LS	$ LUMP SUM	$
3	Erosion and Sediment Control for Sites less than 1 acre	1	LS	$ LUMP SUM	$
4	Construction Staking	1	LS	$ LUMP SUM	$
5	Site Grading	1	LS	$ LUMP SUM	$
6	Aggregate Base to Place	1	LS	$ LUMP SUM	$
7	Concrete Flatwork to Construct	1	LS	$ LUMP SUM	$
8	Sanitary Sewer System	1	LS	$ LUMP SUM	$
9	Domestic Water Line	1	LS	$ LUMP SUM	$
10	Electrical System	1	LS	$ LUMP SUM	$
11	Building Pad	1	LS	$ LUMP SUM	$
12	Restroom Building Coordination	1	LS	$ LUMP SUM	$
13	City Building Permit and Encroachment Permit Coordination	1	LS	$ LUMP SUM	$
14	Drinking Fountain to Install	1	LS	$ LUMP SUM	$
15	Portable Restrooms and Hand Wash Station	1	LS	$ LUMP SUM	$
16	Tree Protection Measures	1	LS	$ LUMP SUM	$
17	Asphalt Seal Coat	1	LS	$ LUMP SUM	$
18	Basketball Posts and Backboards	4	EA	$	$
19	Basketball Court Striping	2	CRT	$	$
20	Irrigation Modifications	1	LS	$ LUMP SUM	$
21	Turf Sod to Place	1	LS	$ LUMP SUM	$
22	Bark Mulch (3” Depth)	1	LS	$ LUMP SUM	$
22	Landscape Maintenance (30 days)	1	LS	$ LUMP SUM	$
				BASE BID TOTAL	***$***

Additive Alternate Bid Items:

Item No.	Item	QTY	Unit	Unit Price	Total
A1	Clearing, Grubbing, and Excavation Grading for Walkway (from Restroom south to B St.)	1	LS	LUMP SUM	$

A2	Aggregate Base to Place (From Playground to B Street)	1	LS	$ LUMP SUM	$
A3	Concrete Walkway (From Playground to B Street)	1	LS	$ LUMP SUM	$
A4	6" Raised Curb to Construct	1	LS	$ LUMP SUM	$
A5	Concrete Pads to Construct	1	LS	$ LUMP SUM	$
A6	Bench and Bike Rack to Reinstall	1	LS	$ LUMP SUM	$
A7	Picnic Tables to Install	2	EA	$	$
A8	Trash Receptacles to Install	2	EA	$	$
A9	Park Sign to Remove and Replace	1	LS	$ LUMP SUM	$

ADDITIVE ALTERNATE BID TOTAL ***$*** _____

GRAND TOTAL ***$*** _____

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council. It is understood that this Bid Proposal is based upon the completion of the Work within a period of **FIFTY (50) WORKING DAYS AND THIRTY (30) CALENDAR DAYS FOR PLANT ESTABLISHMENT PERIOD,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that, per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of the contract by the City. Contract workdays will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **One Thousand Dollars ($1,000)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor. **By signing, it is also understood that all labor compliance requirements must be met by all contractors, subcontractors, and sub-tier contractors before any payment can be made. Failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.** Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor **shall possess current and active licenses issued by the California Contractors State License Board for A AND C-10 at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.**

CLASS A GENERAL ENGINEERING CONTRACTOR LICENSE #_____

Name: _____

Address: _____

_____

Issue Date: _____ Expiration Date: _____

CLASS C10 ELECTRICAL CONTRACTOR LICENSE #_____

Name: _____

Address: _____

_____

Issue Date: _____ Expiration Date: _____

DETERMINATION OF LOW BIDDER

The determination of the low bidder will be based on the base bid and all additives, if any. However, the contract award may not include any of the additives. The City reserves the right to select which additives, if any, to include in the contract award in addition to the base bid work. If an additive is an alternative to a bid item and the additive is to be awarded, the contract amount will be based on the additive price instead of the base bid item price. In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such errors and to compute the total amount bid by said bidder based on the corrected figure or figures. The City Council may reject any and all bids and waive any informality or minor irregularities in the bids. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of

work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item, and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete, and the Proposal shall be deemed non-responsive. 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 all of the foregoing figures carefully 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.

CONTRACTOR TO COMPLETE AND SIGN:

BID BOND

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the Bid Proposal amount. **Amount of Bid Proposal Guarantee Enclosed:** ***(must not be less than 10% of the total bid amount including alternates)***

$_____Bid Bond

$_____Certified Check

$_____Cashier's Check

$_____Money Order

$_____Other_____

ADDENDUM ACKNOWLEDGEMENT

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Addendum _____ Addendum _____ Addendum _____

Addendum _____ Addendum _____ Addendum _____

Contractor Signature: _____

PRIME CONTRACTOR INFORMATION

Legal Business Name:

_____

Business Address: _____

_____

Phone: _____

Email: _____

Print or type clearly – results will be emailed

PRIME CONTRACTOR - TYPE OF BUSINESS

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership. Check one:

☐ Individual ☐ Partnership

☐ Corporation ☐ Limited Liability Company

☐ Other_____

PRIME CONTRACTOR LICENSES & TAX INFORMATION

Contractors State License: _____ Expiration: _____
(must be valid at time of bid)

DIR Registration #: _____ Expiration: _____
(must be valid at time of bid)

City of Sacramento Business Operation Tax #: _____
(must be valid prior to award of contract)

BOTC Expiration: _____

State Tax ID#_____ Federal Tax ID #_____

THIS BOX FOR CITY USE ONLY
CITY CLERK TO FILL OUT

Bid Bond Security Received:

☐ Properly Signed ☐ Improperly Signed
☐ Not Included

Type of Deposit Received:

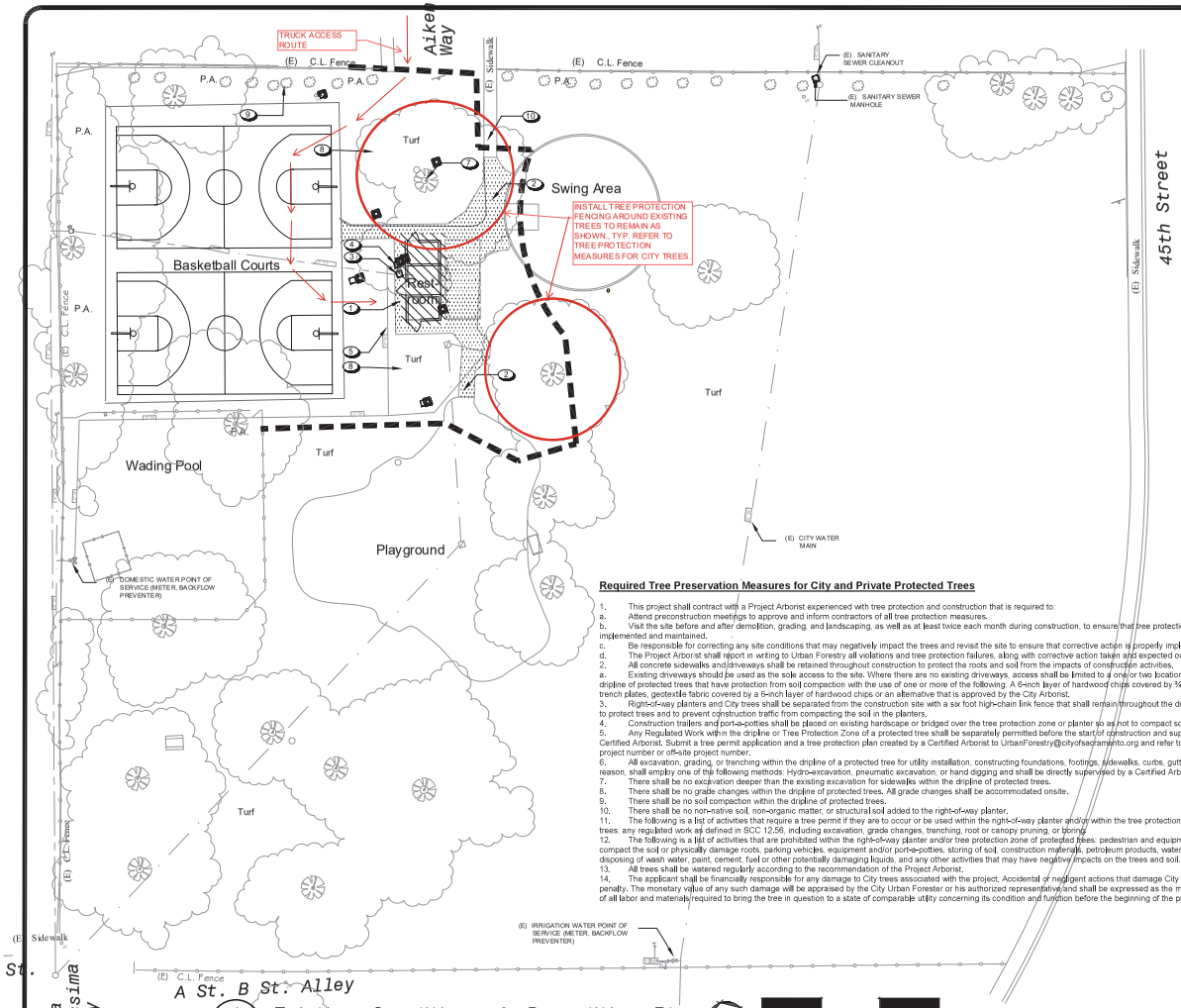
☐ Bid Bond ☐ Certified Check
☐ Cashier's Check ☐ Money Order
☐ Other_____

BY:_____
SIGNATURE

_____
Print or Type Signers Name

_____
Signers Title

_____
Date



1 / L1 Existing Conditions & Demolition Plan
Scale: 1"=20'-0"

NORTH
0' 20' 40' 60'
SCALE: 1" = 20'-0"

Demolition Key Notes

1. REMOVE EXISTING RESTROOM BUILDING SHOWN HATCHED IN ITS ENTIRETY, INCLUDING ALL STRUCTURES, FIXTURES, SLABS AND UNDERGROUND UTILITIES. REFER TO ATTACHMENT A - HAZARDOUS MATERIAL SURVEY REPORT.
2. REMOVE EXISTING CONCRETE FLATWORK AS SHOWN HATCHED, SAW CUT AT AN EXPANSION OR SCORE JOINT.
3. EXISTING 4" SANITARY SEWER WITH CLEANOUT, REFER TO GRADING TO REMAIN.
4. EXISTING DOMESTIC WATER GATE VALVE TO REMAIN AND PRESERVE. SEE GRADING PLAN.
5. EXISTING 2" DOMESTIC WATER MAIN, PVC TO REMAIN AND PROTECT.
6. ELECTRICAL CONDUIT (REFER TO SHEET ELECTRICAL DEMOLITION WORK)
7. EXISTING TREES TO REMAIN AND PROTECT.
8. TURF TO REMAIN AND PROTECT
9. EXISTING SHRUBS TO REMAIN, TYP.
10. CONCRETE WALKWAY TO REMAIN AND PROTECT.

Existing Condition & Demolition Legend

KEY	DESCRIPTION
10 (E)	CALL OUT EXISTING ITEM
	EXISTING RESTROOM AND SHADE STRUCTURE TO REMOVE, SEE DEMOLITION NOTE 1 AND 2.
	EXISTING CONCRETE FLATWORK AND TO REMOVE.
PP	(E) POWER POLE
	(E) LIGHT POLE
PB	(E) PULL BOX
	(E) DRAIN INLET
F-SS	(E) SANITARY SEWER LINE
F-W	(E) DOMESTIC WATER LINE
F-IRRI MAIN	(E) IRRIGATION MAINLINE
	(E) STORM DRAIN LINE
UG	(E) ELECTRICAL CONDUIT, REFER TO ELECTRICAL PLANS
	EXISTING CHAIN LINK FENCE
	TEMPORARY CONSTRUCTION FENCING

SCOPE OF WORK: The existing restroom building will be demolished and replaced with a new prefabricated restroom structure. Existing water, sewer, and electrical utility services will be reconnected to the new building. The surrounding concrete walkways will be removed and replaced. No trees will be removed as part of this project. All site improvements and the prefabricated restroom building will be submitted to the City Building Department under a separate building permit.

Required Tree Preservation Measures for City and Private Protected Trees

1. This project shall contract with a Project Arborist experienced with tree protection and construction that is required to:
   a. Attend preconstruction meetings to approve and inform contractors of all tree protection measures.
   b. Visit the site before and after demolition, grading, and landscaping, as well as at least twice each month during construction, to ensure that tree protection measures are implemented and maintained.
   c. Be responsible for correcting any site conditions that may negatively impact the trees and revisit the site to ensure that corrective action is properly implemented.
   d. The Project Arborist shall report in writing to Urban Forestry all violations and tree protection failures, along with corrective action taken and expected outcomes.
2. All concrete sidewalks and driveways shall be retained throughout construction to protect the roots and soil from the impacts of construction activities.
   a. Existing driveways should be used as the sole access to the site. Where there are no existing driveways, access shall be limited to a one or two locations outside the dripline of protected trees that have protection from soil compaction with the use of one or more of the following. A 6-inch layer of hardwood chips covered by ¾-inch plywood or trench plates, geotextile fabric covered by a 6-inch layer of hardwood chips or an alternative that is approved by the City Arborist.
3. Right-of-way planters and City trees shall be separated from the construction site with a six foot high-chain link fence that shall remain throughout the duration of the project to protect trees and to prevent construction traffic from compacting the soil in the planters.
4. Construction trailers and port-a-potties shall be placed on existing hardscape or bridged over the tree protection zone or planter so as not to compact soil.
5. Any Regulated Work within the dripline or Tree Protection Zone of a protected tree shall be separately permitted before the start of construction and supervised by a Certified Arborist. Submit a tree permit application and a tree protection plan created by a Certified Arborist to UrbanForestry@cityofsacramento.org and refer to the planning project number or off-site project number.
6. All excavation, grading, or trenching within the dripline of a protected tree for utility installation, constructing foundations, footings, sidewalks, curbs, gutters, or any other reason, shall employ one of the following methods: Hydro-excavation, pneumatic excavation, or hand digging and shall be directly supervised by a Certified Arborist.
7. There shall be no excavation deeper than the existing excavation for sidewalks within the dripline of protected trees.
8. There shall be no grade changes within the dripline of protected trees. All grade changes shall be accommodated onsite.
9. There shall be no soil compaction within the dripline of protected trees.
10. There shall be no non-native soil, non-organic matter, or structural soil added to the right-of-way planter.
11. The following is a list of activities that require a tree permit if they are to occur or be used within the right-of-way planter and/or within the tree protection zone of protected trees: any regulated work as defined in SCC 12.56, including excavation, grade changes, trenching, root or canopy pruning, or boring.
12. The following is a list of activities that are prohibited within the right-of-way planter and/or tree protection zone of protected trees: pedestrian and equipment traffic that could compact the soil or physically damage roots, parking vehicles, equipment and/or port-a-potties, storing of soil, construction materials, petroleum products, water or building refuse, disposing of wash water, paint, cement, fuel or other potentially damaging liquids, and any other activities that may have negative impacts on the trees and soil.
13. All trees shall be watered regularly according to the recommendation of the Project Arborist.
14. The applicant shall be financially responsible for any damage to City trees associated with the project. Accidental or negligent actions that damage City trees may result in a penalty. The monetary value of any such damage will be appraised by the City Urban Forester or his authorized representative and shall be expressed as the monetary equivalent of all labor and materials required to bring the tree in question to a state of comparable utility concerning its condition and function before the beginning of the project.

A / L1 Restroom – West Elevation

B / L2 Restroom – East Elevation

C / L1 Restroom – Interior
Scale: 1"=20'-0"

D / L1 Restroom – Chase

811 Know what's below. Call before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom Improvements

WRECKING PLAN AND PHOTOS

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
D. DAY

CAD FILE

DATE APRIL 30, 2026

SCALE AS SHOWN

P.N. L19109500

REVISIONS

LICENSED LANDSCAPE ARCHITECT DAVID ROBERT DAY No. 6482 STATE OF CALIFORNIA

SHEET NO.
L1 of 1

SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR:

BERTHA HENSCHEL PARK
RESTROOM & BASKETBALL COURT IMPROVEMENTS
PN: L19146500

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work described in these Special Provisions consists of the removal and replacement of improvements at Bertha Henschel Park, located at 160 45th Street in Sacramento. The project includes demolishing the existing restroom building, associated concrete flatwork, and the wood shade structure. Additional improvements include grading and preparing the pad/subgrade for the new restroom building; installing sewer, water, and electrical connections; coordinating the new restroom building installation with the Public Restroom Co., placing aggregate base and new concrete flatwork around the new restroom; and constructing a 6-inch raised curb. The work also includes removing and replacing the drinking fountain, basketball posts, backboards, and nets; applying an asphalt seal coat; restriping the basketball court; relocating existing turf rotors; turf seeding; landscape maintenance; and installing new picnic tables and a concrete park sign.

B. COMPLETION TIME

The time for the completion of all work is FIFTY (50) Working Days, plus THIRTY (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.

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 in November 2020), which can be accessed at http://www.cityofsacramento.org/Utilities/Development-Standards, referred to herein as "Standard Specifications" as modified by these Special Provisions, which shall apply to all work.

i. Standard Specification 1-23

The word “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 subparagraph 2 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 it is fully qualified to perform that portion of the work and that the prime Contractor shall perform that portion of the work.

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:

Contractors shall cooperate with the Landscape Architect, City inspectors, and with other Contractors that may be working at the same jobsite as directed by the Landscape Architect and/or City inspector. The City inspector shall designate the sequence of construction in case of a disagreement between Contractors.

iv. Standard Specifications Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES

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.

v. Standard Specifications Section 8 -1 MEASUREMENT OF QUANTITIES

Add the following paragraph: "The Landscape Architect shall determine quantities of work acceptable under the terms of the Contract. Not more than once per month the Contractor shall present to the Landscape Architect a statement showing the amount of labor and materials incorporated into the work."

vi. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated November 2020, are subject to the provisions of Chapter 3.60 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Chapter 3.60 of the Sacramento City Code, the City Code shall govern.

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

The designated 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 bidder by the Landscape Architect after issuance of the Notice of Award. This Schedule of Unit Prices shall not be used for Contract payments; only the unit process stated on the bid sheet. Unit prices provided on the Schedule of Unit Prices are for information only and may be used as a basis for determining Contractor's direct costs in preparing change orders for additional work.

F. TIME OF AWARD

Section 3-2 TIMEOF AWARD of the Standard Specifications, the first paragraph is amended as follows: "The award of a formally bid Contract, if made, will be made within ninety (90) calendar days after opening of the Proposals.

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 Invitation for Bids, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued who have subscribed to Planet Bids. All such addenda shall become part of the Contract. Request for information regarding shall be directed to the ***Dennis Day, City Project Manager*****, Department of Youth, Parks & Community Enrichment, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) *380-8813*, email dday@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 Invitation for Bids including any 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 by City of the executed Contract and at least three (3) calendar days before beginning work, shall notify the Landscape Architect to arrange for 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 defects.

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications, 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 the 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 issuance of 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 in the Invitation for Bids. Such submittals shall be accompanied by data to ensure 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 shall be 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 issuance of the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of the request for substitution.

After 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 all additional materials as may be required to perform a complete job without additional cost to the City.

Request for substitution approval shall, in addition to the directions described above, list 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 substitutions 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 its expense, and to provide and install the item or items as originally specified. The mere mention in the request for substitution that the item or items will be in accord with the manufacturer's specification or catalog will not be sufficient to alter the specifications. The request for substitution must specifically list 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

written 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

Upon the written request of the Contractor and upon written approval by the 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 Landscape Architect, and thereafter, except with his or her consent, the Contractor will not be required to do further work thereon. In addition, such action by the 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 its 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 work by the City or during the applicable guarantee period.

N. COORDINATION OF CONTRACT DOCUMENTS

The following sentence is added to the end of Section 5-3 of the Standard Specifications:

In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity and 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 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 of the irrigation schedule to minimize runoff during initial planting of turf is required.

P. CLEANING

The Contractor shall at all times keep the work site free from accumulations of waste material or rubbish caused by its employees work, and at the completion of work, the Contractor shall remove all rubbish from and about the work site and all tools, scaffolding and surplus materials, and shall leave the work site, 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 its expense shall remove spillage resulting from hauling operations along or across any public street 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.

Q. SUBMITTALS

In accordance with the provisions of Section 5-7, Standard Specifications (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 the Contract, and to determine their compliance with the specifications, design, and arrangement shown on the contract drawings. Items to conform to Special Provisions and may include, but not limited to:

Item	**Product Data**	**Shop Drawings**	**Mock-up or Sample**
Concrete Pavement	X		X
Aggregate Base	X		
Expansion Joint Materials	X		
Electrical	X		
Domestic Water Pipe	X		
Sewer Pipe	X		
Drinking Fountain	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		
Dowel and Rebar	X		
Turf seed	X		
Picnic tables	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 requirements.

R. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible full-size PDF drawing and (1) Full-size and (1) ½ size hard copy set 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 PDF for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

S. LICENSE REQUIREMENTS

For this publicly bid project, a General Engineering Contractor "A" with a qualified electrical subcontractor with a "C10" License. The "A" licensed contractor shall have previous park construction experience 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.

T. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

Contractor shall repair and replace the City with standards with 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 the Park Construction Inspector prior to commencing work to document existing conditions of these paved areas.

U. PROJECT COORDINATION

Contractor shall complete all general coordination with the Project Manager, the Landscape Architect, the City Inspector, and other City staff as necessary to complete the Project in an efficient workmanlike manner. This coordination includes 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.

II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 - Temporary Construction Fence

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

A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mounts.

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

Item No. 2 – Demolition

This item shall consist of demolition of the items shown on the plans and listed below in conformance to Sections 12 and 13 of the Standard Specifications and these Special Provisions.

A. Restroom Building shall include the deconstruction and removal of the existing restroom building. This includes, but is not limited to removal of all walls, foundation, footings, hardware, timber, and roofing materials. All resulting debris shall be removed and legally disposed of away for the project site. Refer to Attachment B-Lead and Asbestos report for demolition requirements and proper removal procedures. utilities shall be capped for use with the new building.

B. Wood Shade Structure shall be removed, including the concrete footings.

C. Concrete Paving shall be removed as shown on the plans, consisting of the concrete flatwork surrounding the existing restroom and the walkway connecting to the basketball court, swing area, and to the playground, as identified in the base bid. All resulting debris shall be removed and legally disposed of away from the project site.

D. Utilities - Contractor shall disconnect Utilities, including water, sanitary sewer, and electrical. Cut and cap as needed to protect for re-installation to the new restroom building.

E. Bike Rack and Bench shall be removed and relocated as shown on the plans.

F. Basketball Post and Backboard shall be removed. Basketball post may be cut at grade, and ground down smoothly, and the resulting holes filled with concrete to grade.

G. Drinking Fountain shall be removed.

H. 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 Inspector.

I. Trash and Debris Removal - All resulting debris shall become the property of the Contractor and dispose of outside the project limits at the Contractor's expense.

J. Wrecking Permit is required for the removal of the existing restroom building. The contractor shall be responsible for closing out the wrecking permit when the restroom building demolition is completed.

K. Waste Disposal and Waste Logs: Debris removed from the site shall be disposed of legally. A minimum of 65% of waste material is required to go to one of Sacramento County's Certified C&D sorting facilities. The facilities are Green Waste Florin Perkins Resource Recovery Facility, L and D Landfill & Material Recovery Facility, and Sierra Waste Recovery & Transfer Station, Inc. The weight tickets for the waste removal shall be saved and turned into the City before the final project acceptance. In addition, the weight tickets need to be stamped "Sacramento County Certified C&D Sorting Facility" as required in the CAL Green Code. The waste tags must show that a 65% diversion rate was achieved for the waste material removed. If the contractor does not meet the 65% diversion rate, C&D may impose fines. Any fines imposed for not meeting this requirement shall be at the sole expense of the contractor.

Submit the completed Waste Log with weight ticket/receipt showing sorted diversion rate within 30 days of project completion to C&D@cityofsacramento.org. **Note: To claim recycling diversion credit on mixed C&D loads according to CAL Green Code, weight tickets must be stamped "Sacramento County Certified C&D Sorting Facility".** Fines may be issued for failure to meet the 65% diversion rate, submitting a late Waste Log, or failing to submit a Waste Log. Additionally, failure to submit a Waste Log may delay the approval of a future Waste Management 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 Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Landscape Architect.

Item No. 3 - Erosion and Sediment Control for Sites Under 1 acre

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. Daily, clear the 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 cover it at the end of each workday or when it's windy.

2. Material Delivery and Storage Area shall be designated and provided with a secondary containment method, like berms. Store material on pallets and provide covering or watertight containers for soluble materials. Locate materials in a lockable storage container or other secure enclosure to ensure items cannot be vandalized or displaced during non-working hours. Inspect the 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 directions 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 has a designated area for the concrete washout on site, the contractor shall cover and divert rainwater from entering the washout area. The contractor can use a mobile concrete washout or other similar concrete washout system.

4. 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 should 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 in a designated area with secondary containment, as with berms. In addition, the contractor should 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 paint & 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 always be responsible for the control of dust within the limits of the project 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 always be responsible for erosion and sediment control 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 saw cutting operations shall not be allowed to enter the City storm drain system but instead must be collected and disposed of by the Contractor, in some manner approved by the 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 cleanup 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 should 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. 4 – Construction Staking

This item shall consist of construction staking the existing surface to the lines for the park improvements shown on the plans in conformance of the Standard Specifications and these Special Provisions.

A. Staking:

1. Layout of work shall be done under the supervision of the Contractor. Contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements. This work is done in a manner that the City can review and approve prior to installing the site improvements.

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

Item No. 5 – Site Grading

This item shall consist of Site Grading the existing surface to the lines and grades for the new restroom, and concrete surrounding the restroom and concrete connections to the basketball court, swing area and playground, 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. Site grading shall be approved by the Landscape Architect upon completion of grading operations.

D. Export of Soil is required to meet the proposed grades. The contractor should remove and dispose of the excess soil in a legal manor.

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

Item No. 6 - Aggregate Base to Place

This item shall consist of furnishing and installing aggregate base (AB) under the concrete flatwork surrounding the new restroom and the walkway connections to the basketball court, swing area, and playground pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

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

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

Item No. 7 - Concrete Flatwork to Construct

This item shall consist of furnishing and constructing Concrete Flatwork surrounding the new restroom and the walkway connections to the basketball court, swing area, and playground as identified in the base bid, 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. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications except for the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.

C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

D. Test Panel shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 3' X 3' X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in

completing the Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 8 – Sanitary Sewer System

This item shall consist of furnishing and placing Sanitary Sewer Line complete with a clean out, as shown on the plans in conformity with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

A. PVC Gravity Drainpipe and fittings shall conform to section 10 of the Standard Specifications.

B. Trench Backfill shall conform to Drawing T-80 and as specified in Section 14-3 of the City of Sacramento, Standard Specifications.

C. Clean Out shall be installed as shown on the plans.

D. Crushed Rock – Sanitary Sewer line shall have a bedding of clean crushed rock and shall be placed over the top the sewer line as well as shown on the plans. The clean crushed rock shall meet the requirements listed in Standard Specifications 10-17.

Item No. 9 – Domestic Water Line

This item shall consist of furnishing and installing a Domestic Water line, water tap, meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

A. Supply Line shall be Schedule 40, solvent weld and shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications. Supply line within 5' of the new restroom building shall be type "K" copper water line as required by Public Restroom Company.

B. Shut-off Valve shall be a gate valve as specified in Section 27-7 and 38 of the Standard Specifications.

C. Backflow Prevention Assembly shall exist.

D. Gate Valve shall be lead free and installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be handwheel-operated, size as shown on the plans.

E. Disinfection of the domestic water line shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in

completing the Potable Water Line as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 10 – Electrical System

This item shall consist of furnishing, installing and testing the electricity, as shown on the plans in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

A. Concrete pads shall be installed as shown on the plans in accordance with sections 10, 19, and 24 of the Standard Specifications and these Special Provisions.

B. Electrical incidental parts that are not shown on the plans or specified herein, but are necessary to complete the restroom electrical system, should be furnished and installed as if they were shown on the plans or specified herein. The restroom building is a prefabricated structure.

C. The metered service pedestal shall be existing.

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

Item No. 11 – Building Pad

This item shall consist of furnishing and constructing an engineered fill base based on the recommendations of the geotechnical report (attached) and plans from Public Restroom Company.

A. Grading for building pad shall be covered under Site Grading within these specifications.

B. AB Base fill shall be installed in lifts not exceeding 8" and compacted to at least 90% based on the ASTM D 1557 test method. The upper 6" of subgrade in paved areas shall be increased to a minimum of 95% of relative compaction.

C. Sand shall be installed by contractor with Public Restroom Company drawings. 2" bed (Course Mason) Sand.

D. Marking Building Location – Once the pad is ready for the restroom building the contractor shall stake out the location of the building as required by public restroom company.

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 Building Pad as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 12 – Restroom Building Coordination

This item shall consist of providing coordination for the installation of the Prefabricated Restroom Building with the Public Restroom Co. as shown on the plans and as specified in these Special Provisions and per the manufacturer's specifications.

A. Description of Work – Work of this Section includes all materials and labor required in the placement and installation of the restroom building, per the attached plans, specifications, and related site improvements.

Restroom Building and final building utility connections have been purchased by the City. The restroom building will be delivered to the project site. The Contractor is responsible for all coordination with the prefabricated restroom building supplier including on-site delivery coordination of the restroom building to the project site.

The general contractor's responsibility is to construct a site building pad, bring utilities to a predetermined location nominally 5 feet from the footprint of the prefabricated building, and connect the utilities once the prefabricated building supplier has completed installation. The requirements of the contractor are to provide the pad, location corners for the structure, an elevation for the finished floor, points of connection for utilities, and clear access to the final pad site. Contractor shall coordinate with building supplier to provide full access for a tractor trailer and crane to the final building site; hook up of all utilities, and preparation of the building pad. The required access to the site shall be 14' in width by 16' in height, and a length of up to 70' to allow the delivery tractor trailer to reach the pad site.

The prefabricated building supplier will provide the general contractor with State of California Department of Housing stamped plans suitable for permitting and when the building is delivered the structure will be required to show the insignia installed by DOH before placement of the building.

B. Connection to Utilities: Final connection shall be completed by the building manufacturers. The restroom vendor shall connect the wet utilities provided by the contractor completing the site improvements. The electricity will need to be stubbed out and the final connections to the building will be by the contractor who is completing the site improvement. The utility stubs shall include but are not limited to electrical, water and sewer connections. These wet utilities shall be stubbed out within 5' of the new restroom.

C. INSTALLATION

1. Scope of Work- Work specified under this Section relates to the placement of the Public Restroom Company unit on a prepared foundation constructed by the City's contractor.
2. Floor The foundation on the building is a pre-cast concrete slab, nominally 8".
3. Location - It's the responsibility of the contractor to:
    a. Provide exact location by stakes or other approved method.
    b. Provide clear and level site free of overhead and/or underground obstructions. If there are tree branches or other overhead obstructions, they shall be cleared by the contractor prior to the restroom arriving on site. The contractor will need to schedule a meeting with the crane vendor at least two days prior to the restroom arriving on site. The crane vendor and contractor shall walk the path that will be taken on site for the crane and restroom delivery truck with the contractor. If any curbing, walkway, paving or drain inlets are within the path of the delivery truck and crane it shall be identified, and the contractor will need to take all measures necessary to protect these existing items from getting damaged during the delivery and installation process.

D. Access to Site - Delivery to site made on normal highway trucks and trailers. If at the delivery time conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, Public Restroom Company may require an alternate access route with better access provided with safe and quality installation. The contractor shall ensure the access route for the restroom delivery and crane is ready prior to the restroom arriving on site. If the site is not ready the restroom installation is delayed or must be rescheduled. The additional cost incurred for this delay will be covered at the contractor's expense with no additional cost to the City.

To prevent damage to existing walkways, utilities, irrigation and landscaping, the contractor shall install trench plates to prevent damage to these items. If the contractor does not use trench plates or trench plates are not installed in an area where construction activities occur, then all items damaged by the installation of the new restroom shall be removed and replaced at no additional cost to the City.

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 installation of the Restroom Building as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 13 – City Building Permit and Encroachment Permit Coordination

This item shall consist of scheduling and coordinating all necessary City Building and Encroachment Permits required for the project, including obtaining a final inspection and closing out the City Building permit for the work shown on the plans in conformance with these Special Provisions and City Building Permit.

A. City Building Permit- The City will apply for a City Building Permit and a separate Wrecking Permit for this project. All the engineered drawings, permit fees and Special Inspections will be paid for the project by the city.

B. Contractor's Responsibility - The Contractor shall be responsible for the project Building Permit during the project and is responsible for call for all inspections and closing out the permit prior to final acceptance.

C. Construction and Demolition Debris Ordinance – Contractor shall keep a Waste Log of all materials hauled away from the project, including weight tickets of disposal and recycled materials. Waste Log shall be submitted at the end of the project, within 30 days after the permit has been finalized. Project retention will not be paid until the Waste Management log has been submitted to the City's Landscape Architect.

D. Building Permit Inspections – Contractor shall be responsible for scheduling all necessary Building inspections and shall not cover over work until the work has been inspected and approved.

Contractor shall schedule all the required City Building Inspections by phone or online as indicated on the City Building Permit Envelope. The required inspection disciplines for this project are as follows:

1. Building
2. Electrical

3. Plumbing
4. Fire
5. Life Safety
6. Building Final

Contractors shall not cover or conceal any building, electrical, or plumbing work without City Build Inspections and special inspectors' approval. If work is concealed before getting these inspections shall be re-exposed for inspection and then restored to previous condition at no additional cost to the City.

E. Special Inspections and Material Testing – The Contractor shall inform the Construction Inspector, who will schedule all required special inspections and material testing. Refer to the Schedule of Special Inspection in the Building Permit for the project.

Upon completion of the Special Inspections and testing work, the Special Inspection firm shall provide a final special inspection test report signed and stamped by the responsible professional engineer. The contractor shall provide this document with the City's Landscape Architect to finalize the building permit.

F. Final Inspection/Closeout of Building Permit – Contractor shall be responsible for a final inspection/closing out of the building permit. The Contractor will need the following documents at the final building inspection for final approval and to close out the City Building permit:
1. C&D Debris Waste Log shall be submitted at the end of the project, within 30 days after the permit has been finalized.
2. Final Special Inspection Report signed and stamped by the professional engineer responsible. This report will be needed for the Building Inspector at the final inspection for final approval.

G. Encroachment Permit: All work within the right of way will require a minor encroachment permit. The contractor shall be responsible for acquiring this permit from Development Engineering. The Landscape Architect will work with the City's Accounting team to get the permit fees paid. The Contract is not responsible for these permit fees. The encroachment permit can include but not be limited to.
1. Installation of trench plates
2. Traffic Control
3. Coordination of inspections with the City's Public Works inspector

Payment shall be made at the lump sum price as a Final Pay Item Only, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in City Building Permit and Encroachment Permit Coordination as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 14 – Drinking Fountain to Install

This item consists of furnishing and installing an accessible Drinking Fountain, including an associated cleanout, sewer line, and supply line, as shown on the plans and in conformance with these Special Provisions.

A. Drinking Fountain Assembly shall be by The Most Dependable Fountain Co., and as indicated on the Layout Plans under Site Furniture & Equipment Legend or approved equal. The color should be indicated on the plans. Freeze-proof valves are not required.

Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001

B. 1" Supply Line shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings, and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

C. Disinfection of the domestic water line shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e., and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main, the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

D. Two (2) Gate Valves with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on the plans.

E. Cleanout 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.

F. Drain Line shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

G. Drain Grate shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal-proof grate Model U or approved equal.

H. **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 permanent installation.

Payment shall be made at the unit price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Drinking Fountain to Install as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 15 – Portable Restrooms and Hand Wash Station

This item shall consist of furnishing and providing Portable Restrooms and Hand Wash Station as shown on the plans in conformance with these Special Provisions.

A. Portable Restrooms and Hand-washing Station– Contractor shall provide one standard portable restroom, one ADA portable restroom and one hand-washing sink. The items shall be open to the public throughout the construction project and until the City accepts the new restroom and the Building Permits are finalized. These items should be serviced and cleaned twice (2X) per week.

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

Item No. 16 – Knox Box

This item shall consist of furnishing and installing a Knox Box as shown on the plans in conformance with these Special Provisions.

A. Knox Box shall be provided by the Contractor, for installation by the Contractor. Knox Box, model 3261, for "Sacramento City Fire Dept" It shall be mounted to the exterior of the building with four (4) anchor bolts. The contractor shall coordinate the location with the landscape architect prior to installation of the Knox Box. The contractor shall call for Fire Dept. inspection for the restroom prior to the building permit being closed out. During the inspection with the Fire Dept. the contractor shall place a restroom key in the Knox Box, and the Fire Dept. will lock the Knox box prior to the inspection being completed.

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

Item No. 17 – Asphalt Seal Coat

This item shall consist of furnishing and installing an asphalt seal coat 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. Court Preparation shall consist of filling all cracks ¼" and larger with hot mixed asphalt or vinyl concrete. Water flood courts and mark low areas. Pre-level with ½" Maximum Medium Type "A" Hot Mix Asphalt and shall complies with Caltrans Standard Specifications, Section 39. Viscosity Grade will be AR-4000 per Section 92 in Caltrans Standard Specifications.

B. 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 Asphalt Seal Coat as shown on the plans, as specified in these Special Provisions and directed by the Inspector.

Item No. 18 – Basketball Posts and Backboards

This item shall consist of furnishing and installing two (2) pairs of Basketball Post and Backboard, Goals and Net as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Basketball Post, Backboards, Goal and Net shall be by True Bounce and as indicated on the Layout Plans under Site Furniture & Equipment Legend or approved equal. The color should be indicated on the plans. Install according to manufacturer's specifications and the details on the plans.

B. Distributed by: Jim Bruno with Playgrounds by Design at (925) 426-6705, email blaybyds@pacbell.net

C. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class "D" Portland Cement Concrete, conforming to Paragraph 10 of the Standard Specifications.

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

Item No. 19 – Basketball Court Striping

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

A. Court Striping shall be Plexipave for basketball and 2" striping shall be white for basketball court markings. Contractor shall verify all dimensions for court markings prior to installation.

B. Striping shall not occur until 28 days after the installation of the asphalt paving to let the paving cure and leach the oils out of the paving surface. The contractor shall wash down the top of the asphalt paving the day before the installation of the new court paint/ striping.

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

Item No. 20 – Irrigation Modifications

This item shall consist of furnishing materials to and modifying the existing irrigation system as required to construct new park improvements by adding removing or additional sprinkler heads if required and adjusting existing sprinkler heads to provide coverage for planter areas, and installing new automatic irrigation system as shown on the plans in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

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

B. Quick Coupling Valves shall be by Hunter Model HQ-5RC or approved equal as specified in the plans or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow

thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "…single slot type with on inch (1") treaded pipe connection and one (1") key connection…" Valve box shall be installed with the top at finished grade.

C. 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 scheduled 80 PVC and all the downstream fittings of the irrigation valve shall be schedule 40 PVC.

D. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent welds for lines 2" and smaller and class 200 for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

E. 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.

F. 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.

G. 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 by manufacture's specifications.

H. 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.

I. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

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

Item No. 21 – Turf Sod to Place

This item shall consist of preparing, furnishing and placing turf sod in all construction damaged turf areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Turf Sod: The contractor shall place turf sod in the turf areas where concrete flatwork has been removed and not replaced, and in turf areas damaged by trenching and construction operations. That may include the excavated areas around the new concrete flatwork, trench areas and turf ruts caused by the contractor.

Preparing 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 damaged turf areas and fill turf ruts, subject to the reviewed and approved by the Landscape Architect before proceeding with placing turf sod.

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. Compost shall be STA Certified Compost, Seal of Testing Assurance). Well-composted, stable and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2"-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

   Organic Matter Content: 50 to 60 percent dry weight.

   Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

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 should be 3 cubic yards per 1,000 square feet.

E. Turf Sod shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.

1. Turf Sod shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.

E. Turf Starter Fertilizer shall be applied at the rate of ten (10) lbs. per 1,000 squares. Starter fertilizer shall conform to the requirements of the California Food and Agriculture Code.

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

Item No. 22 – Bark Mulch (3" Depth)

This item shall consist of furnishing and installing a 3" layer of bark mulch in the new planter areas next to the playground in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Mulch shall be evenly spread in all planter areas as specified in the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four-inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

B. Mulch shall be at a three-inch (3") finished depth at time of final acceptance by the City and shall be free of deleterious material.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Bark Mulch (3" Depth) as shown on the plans, as specified in these Special Provisions and directed by the Inspector.

Item No. 23 – Landscape Maintenance (30 days)

This item shall consist of maintaining the turf planted areas in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.

B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.

C. Plant 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 (30) working 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.

D. 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.

E. 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 with the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Plant Establishment (30 days) as shown on the plans, as specified in these Special Provisions and directed by the Inspector.

ADDITIVE ALTERNATE BID ITEMS

Item No. A1 – Clearing, Grubbing and Exaction Grading for Walkway (from Restroom Pad south to B Street)

This item shall consist of clearing turf, and excavation grading for the new concrete walkway south of the new restroom 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. The Contractor shall excavate the soil as required to construct the new concrete walkway and aggregate base as shown on the plans. Export of soil is necessary to meet the lines and grades as shown on the plans, at the sole expense of the Contractor. The Contractor shall be solely responsible for earthwork calculations.

B. Relative Compaction shall be per the geotechnical report.

C. Excavation grading for concrete shall be approved by the Landscape Architect upon completion of grading operations.

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

Item No. A2 – Aggregate Base to Place (from Restroom Pad south to B Street)

This item shall consist of furnishing and installing an aggregate base (AB) under the concrete flatwork pavement for the new walkway south of the restroom 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 the 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. A3 – Concrete Walkway (from Restroom Pad south to B Street)

This item shall consist of furnishing and constructing concrete flatwork for the new walkway shown on the plans south of the restroom as 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. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications except for the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.

C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

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

Item No. A4 – 6" Raised Concrete Curb to Construct

This item shall consist of furnishing and constructing 6" Raised Curb as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications except for the following. Expansion joints shall be placed at 20' O.C., and score lines at 10' O.C.

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.

D. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications except for the following. Expansion joints shall be placed at 20' O.C., and score lines at 10' O.C.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 6" Raised Concrete Curb to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. A5 – Concrete Pads to Construct

This item shall consist of furnishing and constructing Concrete Pads including clearing and grubbing, excavation grading, layout, and aggregate base for the new drinking fountain, relocated bench and new picnic tables 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. Clearing and grubbing, and excavation grading for the new concrete pads.

B. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

C. 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.

D. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

E. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications except for the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.

F. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

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

Item No. A6 – Bench and Bike Rack to Reinstall

This item shall consist of reinstalling one bench and one bike rack as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Bench shall be surface mounted, as shown on the plans.

B. Bike Rack shall be surface mounted, as shown on the plans.

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 permanent installation or tack weld bolts.

Payment shall be at the unit price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in completing Bench and Bike rack to Reinstall as shown on the plans, as specified in these Special Provisions and directed by the Inspector.

Item No. A7 - Picnic Tables to Install

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

A. Picnic Table shall be as shown on the plans and as indicated on the Layout Plans under Site Furniture & Equipment Legend or approved equal. The color should be indicated on the plans.

B. ADA Accessible Picnic Table shall be as shown on the plans and as indicated on the Layout Plans under Site Furniture & Equipment Legend or approved equal. The color should be indicated 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 Picnic Tables (Regular and ADA) as shown on the plans, as specified in these Special Provisions and directed by the Inspector.

Item No. A8 – Park Sign to Remove and Replace

This item shall consist of furnishing and installing a Concrete Park Sign with Concrete Base as shown on the plans and removing the existing wood park sign in conformance with these Special Provisions and the manufacturer's specifications.

A. Demolition - Existing wood park sign to be removed, including concrete footings. Resulting holes to be filled with topsoil and compacted to finished grade. Dispose of sign and footings off the project site.

B. Concrete Park Name Sign shall be as shown on the plans and as indicated on the Layout Plans under Site Furniture & Equipment Legend or approved equal. The color should be indicated on the plans. The exact location of the new concrete park sign shall be field determined with the landscape architect/project manager, Dennis Day, (916) 380-8813.

C. Concrete Sign and Base shall be made of concrete mix, to include 8.5 sacks of Portland Cement per yard with a maximum rock size of ¾".

D. The coloring agent selected by the City of Sacramento shall be pure mineral oxides and shall be mixed integrally with the cement. The contractor shall request Outdoor Creations to use the City standard tan concrete color for the park sign.

E. The concrete sign and footing must attain a minimum compressive strength of 7,000 PSI.

D. The concrete shall be reinforced at a minimum #4 Rebar. The rebar shall be at a minimum 18" grid pattern throughout the interior of the sign. The concrete footing shall have a minimum of two rows of #4 rebar running parallel to the face of the footing. All formed surfaces and edges are fully rounded and smooth finished.

F. Concrete graffiti-resistant sealer finish must be applied to all exposed surfaces. There must be a minimum of three (3) coat of sealer applied to the sign and footing prior to installation.

G. Concrete signs must be made of one solid piece of concrete. The concrete base must also be one solid piece of concrete.

H. The sign lettering size will vary depending on how many words are on the park sign. All lettering shall be recessed from the surface of the concrete sign, at minimum of half inch. Edges on the sign letters shall not be round. The lettering for the park name shall be the largest print, all upper case, painted hunter green, and the style shall be Goudy Bold. The "City of Sacramento" lettering shall be smaller than the park name, be upper- and lower-case text, painted hunter green, and the style shall be Goudy Bold. The "Department of Youth, Parks & Community Enrichment" lettering shall be smaller print than the "City of Sacramento," be upper- and lower-case text, painted hunter green, and the style shall be Goudy Medium. Contractor shall submit a mockup of the sign and receive written approval for the City representative prior to ordering the concrete sign and concrete base.

J. The sign vendor will provide to the contractor (5) sleeves, 36" in length by 3" diameter galvanized steel pipes, schedule 40. The pipes will be installed vertically into the base, through the footing, and into the sign. Sign manufacture shall supply detail. The signs and footing shall be epoxies to one another as well as having the footing epoxies to the concrete base.

K. The Contractor shall have the means to transport the concrete sign and footing to the park site. The sign and footing will be placed on top of an aggregate base footing, provided by the contractor. The City of Sacramento is not responsible for any damage to the sign during the transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough.

L. Foundation shall be as shown on the plans.

M. Vendor Information: The sign shall be by Outdoor Creations Inc. or approved equal. Outdoor Creations Inc. Representative Contact, Chad Smith: Phone (530) 337-6774, Fax (530) 337-6675.

N. Acceptance of Sign - The City of Sacramento is not responsible for any damage to the park sign during transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough. The contractor may wrap the park sign with black plastic until final acceptance by the city.

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

Attachment A

Waste Management Plan

City of SACRAMENTO
Department of Public Works

Recycling & Solid Waste
CITY OF SACRAMENTO

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Recycling & Solid Waste
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Building Permit Numbers	COM-2520412
	Please include all known permit numbers related to this project.
Form submitted by:	DENNIS DAY, 916-380-8813. DDAY@CITYOFSACRAMENTO.ORG
	Please attach a business card or include your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The Administration fee is 0.04% of the job valuation (min $40, max $800). If applicable, a security deposit of 1% of the job valuation (max $10,000) will be required. **The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed.** Approval may also be delayed if the Waste Log from a previous project is due.

Building Project Information:

Job Address: 160 45TH ST. (BERTHA HENCSCHEL PARK)

Contractor: TBD Phone:

Address: Email:

Owner: CITY OF SACRAMENTO, YPCE Phone: 916-380-8813

Address: 915 I ST., 3RD FLR., SACRAMENTO, CA 95814 Email: DDAY@CITYOFSACRAMENTO.ORG

Briefly describe the project:

REMOVAL AND REPLACEMENT OF A PARK RESTROOM BUILDING, INCLDING DEMOLITION, GRADING, CONCRETE FLATWORK, WATER, SEWER AND ELECTRCIAL CONNECTIONS, AND SITE FURNITURE.

Materials Required to be Recycled

65% of all debris must be recycled if generated during the course of your project. Failure to meet the 65% diversion rate may result in a fine being imposed. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the**mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

65%
of all debris must be recycled

Material Management

How the C&D debris will be stored on the project site: ☑ Mixed C&D ☐ Source-Separated

Company to haul away debris: CONTRACTOR TO PROVIDE THIS INFORMATION PRIOR TO CONSTRUCTION

Facilities to receive debris: CONTRACTOR TO PROVIDE THIS INFORMATION PRIOR TO CONSTRUCTION

Waste Log and tickets must be submitted within 30 days of permit being finaled.

Office Use Only: Approved by: Margaret Kashuba On date: 4/6/2026

Fee amount: $40.00

City of SACRAMENTO
Department of Public Works

Recycling & Solid Waste
CITY OF SACRAMENTO

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Recycling & Solid Waste
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Definitions

Please read and understand these terms. Call Recycling & Solid Waste (RSW) at (916) 808-0965 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/public-works/RSW/Collection-Services/Recycling/Construction-and-Demolition.

1. **Self-haul or self-hauling**: This is when the permit holder, general contractor, or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews **must** be franchised in order to haul mixed C&D debris and garbage away.

2. **Franchised hauler**: See a list provided at http://www.cityofsacramento.org/Public-Works/RSW/Collection-Services/Commercial-Services/Commercial-Haulers/Franchise-Haulers. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris and garbage.

3. **Source separation**: This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers. Source-separated material may be hauled by anyone to a permitted recycling facility for diversion.

4. **Mixed C&D debris**: This is achieving compliance with the recycling requirement by putting all recyclable debris into one container. Mixed material must be sent to a certified mixed C&D sorting facility to have the recyclable material extracted and recovered. Tickets must be stamped showing the mixed material was sorted. Mixed material also must be either self-hauled, or hauled by a franchised hauler. If your jobsite is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See list at https://wmr.saccounty.gov/Pages/CDDebrisSortingFacilities.aspx. These facilities have been certified by the County of Sacramento to extract recyclable materials from mixed C&D debris. If you achieve compliance by mixed recovery, your debris must go to a certified mixed sorting facility.

Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site in the permit folder for the duration of the project.
- City of Sacramento staff may enter the jobsite to inspect waste collection areas.
- Only County of Sacramento-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only Haulers franchised by the City of Sacramento or self-haulers (as defined above) may collect and transport trash or mixed C&Dmaterial from the jobsite.
- Construction and Demolition Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted within 30 days of your permit being finaled or expired. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site. *Enter your Permit Number on your Waste Log now!*
- Your Waste Log must demonstrate that the 65% diversion rate has been met.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.

Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.

City of SACRAMENTO
Department of Public Works

Recycling & Solid Waste
CITY OF SACRAMENTO

Construction & Demolition Waste Log

C&D Debris Waste Management Plan
City of Sacramento Recycling and Solid Waste
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Building Permit Numbers: _____

Please include all known permit numbers related to this project.

Form submitted by: _____

Please attach a business card or include your name with a phone number and/or an e-mail address.

This Waste Log must be submitted to Recycling & Solid Waste within 30 days of the building permit being finaled (or expired). This Waste Log, and the supporting weight tickets, must also be kept on file for one year after project completion. The Waste Log must show that the 65% diversion rate was achieved. Fines may be issued for failure to meet the 65% diversion rate, submitting a late Waste Log, or failure to submit a Waste Log. Additionally, failure to submit a Waste Log may delay the approval of a future Waste Management Plan.

Date	Hauler	Material	Destination	Weight*

Hauler: Indicate the Franchisee, Self-Hauler or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling.
*** Weight**: Indicate the weight. If weight is not known, put volume. Example: “3.2 tons” – or – “10 yards”

Office Use Only: Received by: _____ On date: _____

Total Diversion:_____%

Attachment B

Hazardous Material Report

ENTEK
CONSULTING GROUP, INC.
3425 American Drive, Suite C, Sacramento, California 95864 Phone (916) 632-6800 www.entekgroup.com

HAZARDOUS MATERIALS SURVEY
FINAL REPORT

OWNER/CLIENT

City of Sacramento
Dept of Youth, Park, and Community Enrichment
915 I Street, 3rd Floor
Sacramento, CA 95818

CONTACT

Dennis Day
Senior Landscape Architect

SURVEY ADDRESS

Bertha Henschel Park, Restroom
160 45th Street
Sacramento, California 95819

BUILDING(S) SURVEYED

Bertha Henschel Park Restroom Structure

PREPARED BY

Jonathan Gonzalez
CAC #22-7153 and CDPH I/A #11323
Entek Consulting Group, Inc.
3435 American River Drive Suite C
Sacramento, CA 95864

Entek Project #24-7421

January 10, 2025

ENTEK

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Executive Summary

The United States Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (US EPA NESHAP), 40 CFR Part 61 - Nov. 20, 1990, requires an owner or operator of a demolition or renovation project to thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos-containing materials (ACM) prior to the commencement of that project.

This inspection report was requested by Mr. Dennis Day, Senior Landscape Architect, with the City of Sacramento Dept of Youth, Park, and Community Enrichment for the Bertha Henschel Park Restroom Structure located at 160 45th Street in Sacramento, California.

The purpose of the inspection was to comply with US EPA NESHAP requirements and the Sacramento Metropolitan Air Quality Management District (SMAQMD) which has jurisdiction for this project site to determine if asbestos containing materials are present which may be impacted during any upcoming renovation/demolition project.

The attached drawing show approximate sample locations and identify those bulk sample materials analyzed and found to contain asbestos greater than 1% with a (+) after the sample number. Materials analyzed and found to contain less than 1% asbestos or reported as none detected have a (-) after each sample number. However, in some cases when several samples of one homogenous material are collected, sometimes not all samples are analyzed by the laboratory. In this instance, if one sample for a homogeneous material is reported as containing asbestos greater than 1%, then the remaining samples in the series that are not analyzed are assumed to contain asbestos greater than 1%. For the purposes of this report, all samples that were not analyzed in a series are assumed to contain asbestos greater than 1% and are identified on the attached drawing with a (+) after the sample number.

Contractors and other individuals who view the sample locations and associated results indicated with either a (-) or a (+) on the drawing to make determinations take the risk of misidentifying a material and may arrive at determinations which are in direct conflict with the written findings of this report. This use of the drawing and the information provided on it relating to individual sample results in determining if a material does or does not contain asbestos is not recommended.

This is a summary of the report. The report must be read in its entirety, and the reader must review all the detailed information provided in the body of the report prior to making any interpretations, or conclusions pertaining to the information. Any conclusions made by the reader about the information provided in the body of this report which are contradictory or not included in this report are the responsibility of the reader.

Asbestos

On November 14, 2024, Entek conducted a survey specific to areas designated by Dennis Day, Senior Architect for City of Sacramento Dept of Youth, Park, and Community Enrichment, which included: Restroom Structure at Bertha Henschel Park located at 160 45th Street in Sacramento, California.

All the materials sampled were determined by the laboratory to not contain asbestos. Specifics pertaining to individual materials are found in later parts of this report.

Lead

Entek investigated existing paints in an effort to determine if lead was present in these materials. If more than 100 square feet of these paints, coatings, or glazed ceramic tiles are impacted by a “trigger task”, prior notification to Cal/OSHA will be required.

The brown paint on metal trim and tan paint over green paint on metal trim were determined to contain detectable lead in amounts less than 5,000 ppm and are classified as lead containing paint (LCP). Any work designated by California Occupational Safety Health Administration (Cal/OSHA) as a “trigger task” which will impact these paints, coatings, or materials must be done by properly trained personnel, in compliance with all lead related Cal/OSHA regulations and requirements.

The tan paint on the concrete masonry unit walls was determined by the laboratory to contain lead in amounts less than the laboratory limit of 39 ppm. No special requirements are required by Cal/OSHA when disturbing this paint. No other paints were collected as part of this survey.

Other Hazardous Materials

Entek did not specifically inspect for mercury containing fluorescent light tubes or light ballast which may contain polychlorinated biphenyls (PCBs), thermostats which may contain mercury switches, equipment or systems which may contain Freon or other fluorocarbons, or smoke detectors which may contain a radioactive element. However, information pertaining to these materials is included in this report for your use and reference, since these light systems are present on the project.

Introduction

This report presents results of an asbestos and lead survey performed by Entek which included interior and exterior designated areas of the Bertha Henschel Restroom Structure for any upcoming renovation/demolition project. The restroom structure is located in Bertha Henschel Park located at 160 45th Street in Sacramento, California. Fluorescent lights were observed at this project site; therefore, this report also includes references to regulations pertaining to handling practices and waste disposal of PCB light ballasts and mercury containing light tubes and thermostats which may be impacted during this project.

The inspection was conducted by Mr. Steve Hopper on November 14, 2024. Mr. Hopper is a Cal/OSHA Certified Site Surveillance Technician (CSST) and a State of California Department of Public Health (CDPH) certified Lead Inspector/Assessor under the direction of Mr. Jonathan Gonzalez who is a Cal/OSHA Certified Asbestos Consultant (CAC) a CDPH certified Lead Inspector/Assessor.

Building Description

The restroom building within Bertha Henschel is comprised of a single-story structure on a concrete slab foundation. The interior finishes of the building consist of painted concrete masonry with mortar for the wall systems, concrete foundation for the flooring, and painted wooden ceilings. As well as black asphalt surrounding the exterior ground of the building.

Asbestos Inspection and Sample Collection Protocols

Entek included specific designated interior and exterior areas included in this report. Those areas include: the restroom building at Bertha Henschel Park and the adjacent concrete and asphalt slabs.

Entek did not use any demolition methods to look within enclosed wall or ceiling cavities during this investigation. Entek did include all suspect materials observed in, on, or associated with the areas included in this report.

Bulk samples were collected of various materials suspected to contain asbestos by utilizing a power drill and coring tube, cutting the materials with a razor knife, or use of other appropriate hand tools.

Miscellaneous materials were collected from each homogenous area in a manner sufficient to determine whether the material is or is not ACM as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987.

Approximate locations of all samples collected during this inspection are indicated on the “Bulk Asbestos Material Analysis Request Form for Entek”, which served as the chain of custody for the samples, and on the building diagram(s) attached to this report.

Asbestos Bulk Sample Results

There were several materials observed which are considered “suspect” under US EPA guidelines. Under current US EPA guidelines for conducting building inspections for ACM, all "suspect" materials must be assumed to contain asbestos until otherwise determined by laboratory testing.

The samples of materials suspected of containing asbestos were submitted to Eurofins EMLAB P&K in Tustin, CA, a laboratory located in Rancho Cordova, California. These samples were subsequently analyzed by polarized light microscopy (PLM) with dispersion staining.

The US EPA NESHAP and SMAQMD uses the terms Regulated Asbestos Containing Material (RACM), Category I, and Category II when identifying materials which contain asbestos in amounts greater than 1%. Cal/OSHA uses the term ACCM which indicates a manufactured construction material contains greater than 0.1% asbestos by weight by the PLM method. This definition can be found in Title 8, 1529.

A total of 12 bulk samples were collected of all the materials considered to be "suspect", which had not been previously sampled, and which were observed during this investigation. Some of those samples contained multiple layers which were individually analyzed to determine their asbestos content. Analysis of all samples collected was by PLM with dispersion staining. Results of the analysis are listed in the following table:

Suspect Materials Found NOT TO Contain Asbestos Bertha Henschel Park Restroom Structure				
Sample ID#'s	**Suspect Material**	**EPA AHERA Classification**	**Asbestos Content**	**Location**
01A-B	Concrete Slab	Miscellaneous	None Detected	Maintenance Closet
02A-B	Red Brick and Mortar	Miscellaneous	None Detected	Maintenance Closet
03A-B	Gray Concrete Masonry Unit with Mortar	Miscellaneous	None Detected	Maintenance Closet
04A-B	Black Drain Gasket	Miscellaneous	None Detected	Men's and Women's Restroom
06A-B	Concrete Sidewalk	Miscellaneous	None Detected	Exterior of Building
07A-B	Black Asphalt	Miscellaneous	None Detected	Basketball Court

All sample numbers noted in the table above start with ECG-24-7421-

US EPA AHERA uses three terms when determining the classification of a material for the purpose of sampling. These terms include miscellaneous, surfacing, and thermal system insulation (TSI).

Miscellaneous materials are building materials on structural components, structural members, or fixtures, such as floor and ceiling tiles, and do not include surfacing material or TSI.

Surfacing materials are materials that are sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceiling and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

TSI is material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain, water condensation, or for other purposes.

The information provided in this report are for use by the Owner in determining where asbestos containing materials are located, and whether or not any future work may impact those materials. The information is also provided for use by any contractor who may perform work in areas impacting the materials listed in this report, and for use as appropriate by asbestos abatement contractors to provide costs related to work impacting ACM.

Any building materials which are considered “suspect” for containing asbestos which have not been identified in this report must be assumed to contain asbestos in amounts >1% until properly investigated and/or tested.

Materials commonly excluded from being suspected of containing asbestos include, but are not limited to: unwrapped pink and yellow fiberglass insulating materials or products, foam insulation, wood, metal, plastic, or glass. All other types of building materials or coatings on the materials listed above are commonly listed as “suspect” and must be tested prior to impact by a Contractor. Work impacting these untested or newly discovered materials must cease until an investigation can be completed.

Asbestos Regulatory Requirements

US EPA

The property included in this survey report is located in Sacramento County. Sacramento Metropolitan Air Quality Management District (SMAQMD) has been given authority for enforcement of the NESHAP regulations by means of their own rules (Rule 902 Asbestos).

A demolition is the wrecking, taking out, or burning of any load supporting structural member. A renovation is everything else. 10 day written notification to the US EPA Region IX, CARB or local AQMD is required prior to the performance of any demolition project regardless of asbestos being present or not. This notification would also apply to any renovation project which involves the wrecking, taking out, or burning of any load bearing structural member during a renovation as well.

Since none of the materials sampled were determined to contain asbestos, a 10-day notification to the SMAQMD is not required to be submitted prior to starting work for asbestos reasons.

Cal/OSHA

Disturbance of any ACM or ACCM could generate airborne asbestos fibers and would be regulated by Cal/OSHA. Cal/OSHA worker health and safety regulations apply during any disturbance of ACM or ACCM by a person while in the employ of another. This is true regardless of friability or quantity disturbed. Since none of the materials impacted as part of this project were determined to contain asbestos, a licensed asbestos contractor registered with Cal/OSHA is not required to perform any renovation/ demolition work.

Lead Inspection, Sampling, & Results

A total of three (3) bulk samples of the painted surfaces to be impacted at Bertha Henschel Structure were collected and submitted to Eurofins EMLab P&K, a laboratory located Tustin, California. These samples were subsequently analyzed by atomic absorption spectrometry (AAS). Results of the analysis are listed in the following tables:

Paints/Coatings/ Materials Determined to be Lead Containing Paint (LCP)		
Paint/Coating Color or Material	**Lead Content**	**Component/Location**
Green Paint over Brown Paint	450 ppm	Metal / Maintenance Closet
Gray Paint over Brown Paint	150 ppm	Metal / Maintenance Closet

LCP - Materials/coatings/paints which contain measurable amounts of lead. The disturbance of these materials/coatings/paints is regulated by Cal/OSHA.

Paints/Coatings/Materials Determined NOT TO Contain Lead (<39 ppm)	
Paint/Coating Color or Material	**Building Component**
Tan Paint	Concrete Masonry Unit / Restroom Wall

Paints determined “NOT TO” contain lead for the purposes of this report are those samples which when analyzed did not indicate lead to be present at or above the limit of detection for the analysis method used. This limit of detection was 39 parts per million (ppm). As a result, any paints shown “NOT TO” contain lead will not require any special training or work practices related to lead when impacted.

Lead Regulatory Compliance

Any upcoming project which may result in the disturbance of lead containing products or surfaces but is not intended to remediate a lead hazard or specifically designed to remove LBP to reduce or eliminate a known hazard, would be considered “lead related construction work”.

Lead related construction work does not fit the classification of a “lead abatement project” under CDPH Title 17 regulations. “*Abatement*” is defined in Title 17, Division 1, Chapter 8, Article 1 as “any set of measures designed to reduce or eliminate lead hazards or LBP for public and residential buildings but does not include containment or cleaning.” A *lead hazard* is defined in Title 17, Division 1, Chapter 8, Article 1 as “deteriorated LBP, lead contaminated dust, lead contaminated soil, disturbing LBP or presumed LBP without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.”

Lead related construction work means any “construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead”. (Title 17, California Code of Regulations, Division 1, Chapter 8, Article 1).

Currently, Cal/OSHA has not established a definition for LBP, nor have they established minimum concentrations where their regulations do not apply. Cal/OSHA regulates all construction activities involving materials containing lead, including LBP. These regulations are found in CCR, Title 8 Section 1532.1 (§1532.1) Lead in Construction.

Cal/OSHA has not established a concentration of lead in a product where their regulations do not apply, therefore, any disturbance to products containing lead comes under the jurisdiction of Cal/OSHA and their regulations. Disturbance of paints/coatings or materials determined to be LBP may trigger a pre-work notification to Cal/OSHA if "trigger tasks" disturb 100 square feet or more of those paints/coatings or materials. Trigger tasks are described in Title 8 CCR 1532.1.

Fluorescent Light Tubes and Polychlorinated Biphenyls (PCBs)

Fluorescent light tubes which contain mercury are considered a universal waste and must be packaged and recycled appropriately if they are removed from a building and not used again. The regulation, called the Universal Waste Rule, are in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23.

Fluorescent light tubes are the bulb or tube portion of an electric lighting device and are commonly referred to as "lamps". Examples of other common electric lamps considered to be universal wastes include, but are not limited to, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps. Any lamp which is not spent and has been designated to be reused is not classified as a waste and does not meet the requirements of hazardous waste or a universal waste.

Spent lamps typically contain concentrations of mercury exceeding the established Total Threshold Limit Concentration (TTLC) and/or the Soluble Threshold Limit Concentration (STLC) values. Therefore, these lamps must be sent to an authorized recycle facility or to a universal waste consolidator for shipment to an authorized recycling facility.

At a minimum, if removed lamps will not be reused, they must be packaged in boxes/ packages/containers which are structurally sound, adequate to prevent breakage, and compatible with the content of the lamps. These packages must remain closed and be free of damage which could cause leakage under foreseeable conditions. Each container must be labeled or marked clearly with one of the following phrases: "Universal Waste Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." Entek recommends shipping any lamp not designated for reuse to a universal waste recycling facility once they have been packaged.

PCB containing light ballasts are to be considered a hazardous waste and must be properly manifested for transport to a hazardous waste facility. Any contractor who may perform PCB related work (inspection, removal, clean-up) must be trained and qualified to do so. All workers must also follow current OSHA regulations including 29 CFR 1910.120 and 8 CCR 5192, as well as, other applicable federal, state, and local laws, and regulations. While light ballasts marked "No PCB" are not considered a hazardous waste, they are considered a universal waste. As a result, removal, packaging, and disposal/recycling of these types of ballasts must be conducted in accordance with current regulations of Title 22.

Thermostats with Mercury Switches

It is possible existing thermostats may utilize switches containing mercury. The mercury in these switches would be considered a hazardous waste if removed and disposed. Any work requiring removal of thermostats containing mercury switches, must include having

the switches inspected for the presence of mercury, and subsequently following all requirements for packaging and disposal of any switch found to contain mercury.

Freon and Fluorocarbons

Freon and other fluorocarbon products associated with HVAC systems, refrigerators, etc. may be present in or on the exterior of the buildings included in this investigation. Prior to demolition of a structure or removal of existing HVAC systems, refrigerators, or any other type of equipment which typically uses these types of coolant products shall have the coolant materials investigated prior to their demolition and removed from the mechanical systems and recycled in accordance with Cal/EPA requirements.

Smoke Detectors Which May Contain a Radioactive Element

It is possible existing smoke detectors may contain a radioactive element. These types of detectors are easily identified by reviewing the label which is usually found on the back of the detector. Older units may display the international radiation symbol (three bladed propeller) and the radioactive content. Newer units state the radioactive content and their Nuclear Regulatory Agency (NRC) license number.

Any work requiring the removal of smoke detectors with a radioactive element must include contacting the manufacturer of the smoke detector to determine their return policies. The California Department of Toxic Substance Control (DTSC) has stated that it is a condition of the manufacturers NRC license they must accept returned units for disposal.

Limitations

Entek inspected only the specific designated areas identified by Dennis Day, Senior Landscape Architect with the City of Sacramento Dept of Youth, Park, and Community Enrichment for the Bertha Henschel Park Restroom Structure for any upcoming renovation/demolition project. As a result, the information provided in this inspection report may not be used to extend the inspection results to areas not included in this report without additional review and sampling, as necessary.

Entek did not perform any destructive sampling to look into ceiling and wall cavities. As a result, it may be possible for materials to be hidden in these areas which are not included in this report. Entek also did not employ any destructive measures on floors of interior spaces or exterior areas covered with asphalt, concrete, or dirt.

If any new materials not listed as having been sampled or listed as assumed for containing asbestos in this report are discovered, the new material must be assumed to contain asbestos until properly inspected and tested for asbestos content.

Entek's policy is to retain a full copy of these written documents for three (3) years once the file is closed. At the end of the 3 year period the written files will be destroyed without further notice. It is suggested copies of the file(s) are maintained as per your policy.

Thank you for choosing Entek for your environmental needs. Please call me at (916) 632-6800 if you have any questions regarding this report.

Prepared by:

Jonathan Gonzalez
Project Manager
CAC #22-7153
CDPH I/A #11323

Reviewed By:

Blake Howes
Vice President
CAC #13-5015
CDPH I/A #3315

Appendices

A. Asbestos Related Documents
B. Lead Related Documents
C. Backup Documentation

APPENDIX A

ASBESTOS RELATED DOCUMENTS

- Bulk Asbestos Analysis Report From Eurofins - Tustin, CA
- Bulk Asbestos Material Analysis Request Form for Entek
- Asbestos Bulk Sample Location Drawing
- SMAQMD Asbestos Survey Form
- SMAQMD Demolition/Renovation Form
  (To Be Completed By Owner)

eurofins | Built Environment Testing

ENTEK CONSULTING GROUP, INC.

Report for:

Steve Hopper, Ryan Metzen
Entek Consulting Group
4200 Rocklin Road, Suite 7
Rocklin, CA 95677

Regarding:
Eurofins EPK Built Environment Testing, LLC
Project: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819
EML ID: 3853499

Approved by:

Approved Signatory
Danny Li

Dates of Analysis:
Asbestos PLM: 11-20-2024

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200757-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EPK Built Environment Testing, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Entek Consulting Group
C/O: Steve Hopper, Ryan Metzen
Re: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-20-2024

ASBESTOS PLM REPORT

Total Samples Submitted:	14
Total Samples Analyzed:	12
Total Samples with Layer Asbestos Content > 1%:	0

Location: ECG-24-7421-01A, Concrete Slab/West Maintenance Closet, Door Threshold

Lab ID-Version‡: 19065388-1

Sample Layers	Asbestos Content
Gray Concrete Slab	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-01B, Concrete Slab/East Maintenance Closet, Door Threshold

Lab ID-Version‡: 19065389-1

Sample Layers	Asbestos Content
Gray Concrete Slab	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-02A, Red Brick and Mortar/West Maintenance Closet, North of Door

Lab ID-Version‡: 19065390-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-02B, Red Brick and Mortar/East Maintenance Closet, South of Door

Lab ID-Version‡: 19065391-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EPK Built Environment Testing, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Entek Consulting Group
C/O: Steve Hopper, Ryan Metzen
Re: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-20-2024

ASBESTOS PLM REPORT

Location: ECG-24-7421-03A, Gray Concrete Masonry Unit with Mortar/West Maintenance Closet, North Wall

Lab ID-Version‡: 19065392-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-03B, Gray Concrete Masonry Unit with Mortar/East Maintenance Closet, North Wall

Lab ID-Version‡: 19065393-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-04A, Black Drain Gasket/Men's Restroom, Sink

Lab ID-Version‡: 19065394-1

Sample Layers	Asbestos Content
Black Gasket	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-04B, Black Drain Gasket/Women's Restroom, Sink

Lab ID-Version‡: 19065395-1

Sample Layers	Asbestos Content
Black Gasket	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Entek Consulting Group
C/O: Steve Hopper, Ryan Metzen
Re: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-20-2024

ASBESTOS PLM REPORT

Location: ECG-24-7421-06A, Concrete Sidewalk/Exterior of Building, North Lab ID-Version‡: 19065398-1

Sample Layers	Asbestos Content
Gray Concrete Sidewalk	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-06B, Concrete Sidewalk/Exterior of Building, West Lab ID-Version‡: 19065399-1

Sample Layers	Asbestos Content
Gray Concrete Sidewalk	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-07A, Black Asphalt/Basketball Court, Northeast Lab ID-Version‡: 19065400-1

Sample Layers	Asbestos Content
Black Asphalt	ND
Sample Composite Homogeneity:	Good

Location: ECG-24-7421-07B, Black Asphalt/Basketball Court, Southeast Lab ID-Version‡: 19065401-1

Sample Layers	Asbestos Content
Black Asphalt	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EPK Built Environment Testing, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Entek Consulting Group
C/O: Steve Hopper, Ryan Metzen
Re: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-20-2024

ASBESTOS PLM REPORT

Total Samples Submitted:	14
Total Samples Analyzed:	12
Total Samples Not Analyzed:	2

ECG-24-7421-05A, Black Coating/Men's Restroom, Sink Lab ID-Version‡: 19065396-0

NOT ANALYZED	**POSITIVE STOP**

ECG-24-7421-05B, Black Coating/Men's Restroom, Sink Lab ID-Version‡: 19065397-0

NOT ANALYZED	**POSITIVE STOP**

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Sample results described as "Positive Stop" were not analyzed because the previous sample layer(s) contained asbestos >1%. Sample results described as "Sample Bag Empty" were not analyzed because while the sample bag was submitted it did not contain a discernible sample. Sample results described as "No Sample Submitted" were not analyzed because the sample bag was not submitted with the project. Sample results described as "Insufficient Sample" were not analyzed because while the sample was submitted for analysis, there was insufficient material present to analyze the sample confidently. Sample results described as "Per Client Request" were submitted to the laboratory but not analyzed because the laboratory was requested to hold the sample.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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Client: Entek Consulting Group
C/O: Steve Hopper, Ryan Metzen
Re: 24-7421 City of Sacramento; Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-20-2024

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst

Analyst: Arthur Bucio

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

ENTEK
BULK ASBESTOS MATERIAL *Analysis Request*

ENTEK CONSULTING GROUP, INC.
4200 ROCKLIN ROAD, SUITE 7
ROCKLIN, CA 95677
(916) 632-6800 PHONE
(916) 632-6812 FAX
mainoffice@entekgroup.com

003853499

Date of Sampling: 11-14-24
Job Number: 24-7421
Client Name: City of Sacramento
Site Address: Bertha Henschel Park, Restroom
160 45th Street
Sacramento, CA 95819

Lab: Eurofins/EmLab P&K - Tustin
Collected by: Steve Hopper
Turnaround Time: 3-5 Day
Analysis Requested: Asbestos by PLM with Dispersion Staining

Special Instructions: *Stop analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series.*

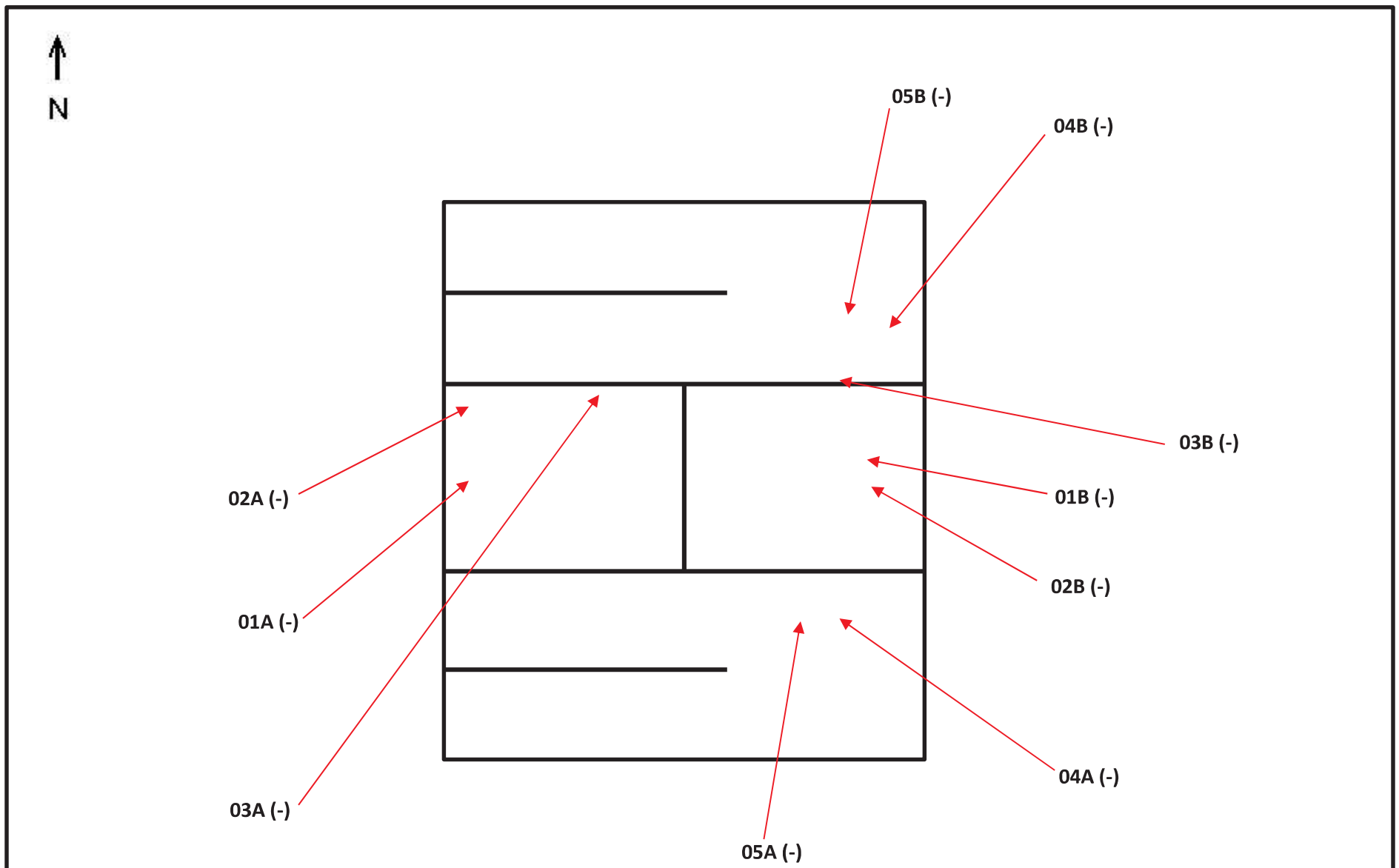
Please e-mail results at mainoffice@entekgroup.com and rmetzen@entekgroup.com as soon as available and include copy of submittal with those results.

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-24-7421-01A	Concrete Slab / West Maintenance Closet, Door Threshold
ECG-24-7421-01B	Concrete Slab / East Maintenance Closet, Door Threshold
ECG-24-7421-02A	Red Brick and Mortar / West Maintenance Closet, North of Door
ECG-24-7421-02B	Red Brick and Mortar / East Maintenance Closet, South of Door
ECG-24-7421-03A	Gray Concrete Masonry Unit with Mortar / West Maintenance Closet, North Wall
ECG-24-7421-03B	Gray Concrete Masonry Unit with Mortar / East Maintenance Closet, North Wall
ECG-24-7421-04A	Black Drain Gasket / Men's Restroom, Sink
ECG-24-7421-04B	Black Drain Gasket / Women's Restroom, Sink
~~ECG-24-7421-05A~~	~~Black Coating / Men's Restroom, Sink~~
~~ECG-24-7421-05B~~	~~Black Coating / Men's Restroom, Sink~~
ECG-24-7421-06A	Concrete Sidewalk / Exterior of Building, North
ECG-24-7421-06B	Concrete Sidewalk / Exterior of Building, West
ECG-24-7421-07A	Black Asphalt / Basketball Court, Northeast
ECG-24-7421-07B	Black Asphalt / Basketball Court, Southeast

Remove from chain of custody
SKH 11-22-24

Delivered by: [signature] **Date:** 11/14/24 **Time:** 2:20 AM/PM

Received by: [signature] **Date:** 11/15/24 **Time:** 9:45 AM/PM



City of Sacramento Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819	Entek Consulting Group, Inc. 4200 Rocklin Road, Suite 7 Rocklin, CA 95677 Map Not to Scale	Asbestos Bulk Sample Locations Collected by Steve Hopper On November 14, 2024 Project Number 24-7421

SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

Asbestos Survey Form

(See Instructions)

777 12th Street, 3rd Floor
Sacramento, CA 95814
Office (916) 874-4800
Fax (916) 874-4899
Email:
asbestos@airquaility.org

1. Purpose of Survey	☐ Renovation	☑ Demolition

2. Facility Information

Project Area(s) Description		
Bertha Henschel Park, Restroom		
Address: 160 45th Street	City: Sacramento	# of Structures: 1

3. Owner Information

Name: City of Sacramento		
Address: 915 I Street, 3rd Floor	City/State: Sacramento / CA	Zip: 95814
Contact:	Phone: 916-380-8813	Fax:
Email: dday@cityofsacramento.org		

4. Consultant Information — **Survey Date(s):** 11/14/24

Company Name: Entek Consulting Group, Inc.		
Name: Jonathan Gonzalez	DOSH #: 22-7153	
Address: 4200 Rocklin Road, Suite 7	City/State: Rocklin, California	Zip: 95677
Phone: (916) 632-6800	Fax: (916) 632-6812	Email: jgonzalez@entekgroup.com
Signature:		

5. Client Information (If different than owner) ☐ General Contractor ☐ Insurance Company ☐ Architect ☐ Property Manager ☐ Other _____

Name		
Address	City/State	Zip: 95678
Contact:	Phone: Fax:	Email:

6. Have all of the suspect materials that will be disturbed been sampled?	■ Yes ☐ No

If no, explain why:

7. Summary of Total Asbestos Containing Material (ACM) Findings

Regulated Asbestos Containing Material (RACM) (Includes materials subject to known mechanical removal and fire damaged materials)			Category II		Category I	
Square Ft.	Linear Ft.	Cubic Ft.	Square Ft.	Linear Ft.	Square Ft.	Linear Ft.
0	0	0	0	0	0	0

To receive future SMAQMD Rule updates and changes affecting your industry (check one box):

☐ Please send e-mail notices to ☐ I will sign up myself at www.airquality.org/listserve/ to receive emailed notices.

■ I am already subscribed. ☐ I want the District to mail notices to the address on this application: ☐ Owner ☐ Consultant

SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

Asbestos Renovation/Demolition Notification Form

777 12th Street, 3rd Floor
Sacramento, CA 95814
Office (279) 207-1122
Fax (279) 207-1144
Asbestos@airquality.org

1	Building Department Permit Application # (if known) : _____	☐ Renovation (Do not complete Section 5) ☑ Demolition (Complete all sections) ☐ Ordered Demo - Attach ordered demo letter ☐ Emergency Demo - SMAQMD Emergency #: _____

2	Contractor	Owner City of Sacramento
	Address	Address 915 I Street, 3rd Floor
	City, State / Zip	City, State / Zip Sacramento, CA 95814
	Email	Email dday@cityofsacramento.org
	Telephone	Telephone 916-380-8813

3	Structure Name Bertha Henschel Park, Restroom	Renovation Area Restroom	# of Floors 1
	Project Address 160 45th Street,	City / Zip Sacramento / 95819	Year Built 1980s

4	**Preference for return of form**	☑ **E-mail :** dday@cityofsacramento.org	☐ **Other :**

DEMOLITION ONLY – Start date must be at least 10 working days from the day of your postmark or hand delivery of this form.

5	Start Date _____ _____ _____ Completion Date _____ _____ _____	Revision # 1 2 3 4 5 6 7 8 9 (circle) New Start Date _____ _____ _____ New Completion Date _____ _____ _____
	Method of Demo (Check Applicable): ☐Manual/Hand Tools ☐Mechanical/Heavy Equipment ☐Other	
	Procedure to be followed if RACM is found or Category II material becomes friable:	

I have read and understand the directions. The information on this form is true and accurate.
I certify that the asbestos survey conducted represents the facility as built.

6	Applicant Name (Print)	☐ Owner ☐ Rep / Agent ☐ Contractor	**Permit may be issued on:**
	Phone Number		
	Applicant's Signature	Date	

Have DOSH Consultant complete and sign below OR attach completed Asbestos Survey Form and Consultant's report.

CONSULTANT USE ONLY

Company Name Entek Consulting Group, Inc.		Telephone (916) 632-6800	
Surveyor Name Jonathan Gonzalez		DOSH # 22-7153	Survey Date 11-14-24
Analytical Method PLM by Dispersion Staining		Pt Count Materials <10%? ☐Yes ☑ No ☐ Declined by Client	
Amount of RACM	Square Feet 0	Linear Feet 0	Cubic Feet 0
Amount of Category I 0		Amount of Category II 0	
Project Address 160 45th Street		City Sacramento	Zip 95819
Suspect Materials Present? ☑Yes ☐ No		Consultant's Signature	

SMAQMD USE ONLY

Date Received / Date Postmarked _____ Date Approved & Returned _____

Project # _____ Check # _____ Receipt # _____ Amount Paid _____ Staff _____

Failure to comply with asbestos regulations can result in civil/criminal penalties as specified in CH&SC §42400-42402

PURPOSE:

Your project has been deemed jurisdictional by the US EPA and the Sacramento Metropolitan Air Quality Management District (SMAQMD). **You will not receive a permit from the building department until you complete this form. SMAQMD will approve* and return this form to you to bring to the building department.** In order to prevent the release of asbestos into the environment, you must properly identify and abate** all regulated asbestos materials prior to the start of your renovation or demolition project. You must first retain a certified Cal/OSHA asbestos consultant to conduct your asbestos survey and identify all regulated asbestos containing building materials. To properly abate the identified regulated materials, you must hire a licensed asbestos abatement contractor. You may find local asbestos consultants and contractors in the yellow pages or online under "Asbestos or Environmental Consulting" and "Asbestos or Environmental Contractors".

DIRECTIONS:

The numbers below correspond to the item numbers on the front of this form.

1. Input the Building Department's Permit Application Number or Case Number (if known).
   Indicate the type of project using the following definitions:
   - DEMOLITION**:** The wrecking, taking out, disturbing, or burning of any load-supporting/structural member of any facility. Common examples include impact to load bearing wall(s), roof rafter(s), razing/moving the entire structure.
   - RENOVATION**:** Any operation other than a demolition. Common examples would be tenant improvements and partial or complete remodels where load bearing walls are not being removed.
   - ORDERED DEMOLITION: The demo of a facility pursuant to an order of an authorized representative of a state or local government agency, issued because the structure is structurally unsound or in danger of imminent collapse.
   - EMERGENCY DEMOLITION: A renovation that results from a "sudden, unexpected event that applies to the abatement of the immediate hazard and, that if not immediately attended to: presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden." Ultimate approval of the use of this provision is left to the discretion of the Air Pollution Control Officer. Operations necessitated by non-routine failures of equipment are included.
2. Complete Contractor and Owner information. A contractor refers to the party doing the renovation/demolition work.
3. Structure Name: Any commercial/institution name for the structure.
   Project Address: Provide structure address.
   Renovation Area: Include name of area to be renovated (ex. "bathroom", "first floor", "roof", etc.) and total size in square feet.
   Number of Floors: Count basement as a floor.
   Year Built: Age of the oldest portion of the structure that will be impacted by the project.
4. Select method of receiving form. **To expedite the process use asbestos@airquality.org for sending items to SMAQMD**. If fees are due, payments can be made online at http://www.airquality.org/Businesses/Payments

IF DEMOLITION, ORDERED DEMOLITION, OR EMERGENCY DEMOLITION PROJECT, COMPLETE SECTIONS 5 & 6.
FOR RENOVATION PROJECTS, SKIP TO SECTION 6

5. Project Dates: These are the actual dates the demolition will start and end. Although asbestos may not be detected or the survey indicates RACM less than 160 square or 260 linear feet, the start date must reflect at least 10 business days from the date of postmark/delivery to SMAQMD. In those instances, submit a $435 plan fee along with this form and your asbestos survey. SMAQMD will verify that your information is complete and validate the form.
   Revisions: You are required to notify SMAQMD of any information that may change after submittal of this form. Use the revision box for date changes. Date changes must be notified on or prior to the last notified date. Revisions may be faxed to (279) 207-1144 or emailed to Asbestos@airquality.org. Circle the appropriate revision number each time you revise.
   Indicate method of demolition.
   Indicate procedures to be followed if RACM is found or Category II material becomes friable.
   Cancellation Policy: Upon cancellation of a demolition project, a minimum administrative fee will be deducted from the original fees submitted. If a site inspection was conducted prior to the cancellation, there will be no refund of fees submitted.
6. Print and sign your name and indicate whether you are the owner, contractor, or representative / agent.

FOR CONSULTANT USE ONLY

You have the option of either having this section completed by your consultant OR submitting your full asbestos survey with an asbestos survey form completed and signed by your consultant. The RACM amounts listed are the amounts to be removed during this project. Please indicate if there were any suspect materials present to sample. Indicate whether point counting was conducted for materials with detectable asbestos in concentration <10%.

***Approval** will be a SMAQMD date stamp, which will specify that you have met SMAQMD survey requirements and indicate to the building department that you may receive your renovation or demolition permit on or after that date, **provided you have met all other building department requirements.** If the survey or this form is incomplete or inaccurate and cannot be approved, this form will be rejected and you will be contacted with an explanation of the problem. You will have to correct and resubmit forms to SMAQMD for approval. SMAQMD will make your form available within 2 working days of receipt.

****Abatement** is only required for renovations if the RACM is expected to be impacted during the project or if Category II materials are likely to become crumbled, pulverized, or reduced to powder during the course of the project.

ASSISTANCE AVAILABLE: View our website www.airquality.org for information on asbestos as well as this and other forms.
Asbestos staff are available for phone consultations, M-Th, 9:00 AM to 12:00 PM, (279) 207-1122

APPENDIX B

LEAD RELATED DOCUMENTS

- Lead in Paint Samples Analysis Report From Eurofins - Tustin, CA
- Bulk Lead Material Analysis Request Form for Entek
- Lead Bulk Sample Location Drawing
- Lead Hazard Evaluation Report (CDPH 8552)

eurofins | Built Environment Testing

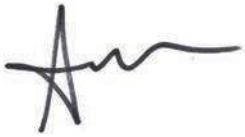
ENTEK CONSULTING GROUP, INC.

Report for:

Steve Hopper
Entek Consulting Group
4200 Rocklin Road, Suite 7
Rocklin, CA 95677

Regarding:
Eurofins EPK Built Environment Testing, LLC
Project: 24-7421 City of Sacramento; Bertha Hanschel Park, Restroom 160 45th Street Sacramento, CA 95819
EML ID: 3853468

Approved by:



Approved Signatory
Andrew Arestegui

Dates of Analysis:
Lead - Flame AA: 11-21-2024

Service SOPs: Lead - Flame AA (EM-BC-S-8443)
AIHA LAP, LLC accredited service, Lab ID #178697

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Sample size, as it relates to Wipe samples only, is supplied by the client.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.
Eurofins EPK Built Environment Testing, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EPK Built Environment Testing, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Entek Consulting Group
C/O: Steve Hopper
Re: 24-7421 City of Sacramento; Bertha Hanschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-21-2024

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	ECG-24-7421-01Pb: Brown Paint on Metal/ West Maintenance Closet, Northside	ECG-24-7421-02Pb: Tan Paint over Green Paint on Black/West Exterior Pipe	ECG-24-7421-03Pb: Green Paint on Metal/ Women's Restroom, Gate
Comments (see below)	None	None	None
Lab ID-Version‡:	19065050-1	19065051-1	19065052-1
Analysis Date:	11/21/2024	11/21/2024	11/21/2024
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	40 ppm	39 ppm	39 ppm
Sample size	0.2507 grams	0.2564 grams	0.2562 grams
§Total Lead Result	1800 ppm	150 ppm	< 39 ppm

Comments:

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

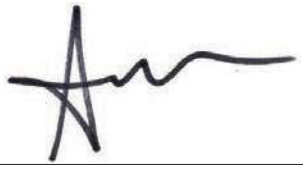
Client: Entek Consulting Group
C/O: Steve Hopper
Re: 24-7421 City of Sacramento; Bertha Hanschel Park, Restroom 160 45th Street Sacramento, CA 95819

Date of Sampling: 11-14-2024
Date of Receipt: 11-15-2024
Date of Report: 11-21-2024

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Andrew Arestegui

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

ENTEK

BULK LEAD MATERIAL *Analysis Request*

003853468

ENTEK CONSULTING GROUP, INC.
4200 ROCKLIN ROAD, SUITE 7
ROCKLIN, CA 95677
(916) 632-6800 PHONE
(916) 632-6812 FAX
mainoffice@entekgroup.com

Date of Sampling: 11-14-24
Job Number: 24-7421
Client Name: City of Sacramento
Site Address: Bertha Henschel Park, Restroom
160 45th Street
Sacramento, CA 95819

Lab: Eurofins/EmLab P&K - Tustin
Collected by: Steve Hopper
Turnaround Time: 3-5 Day
Analysis Requested: Flame by Atomic Absorption

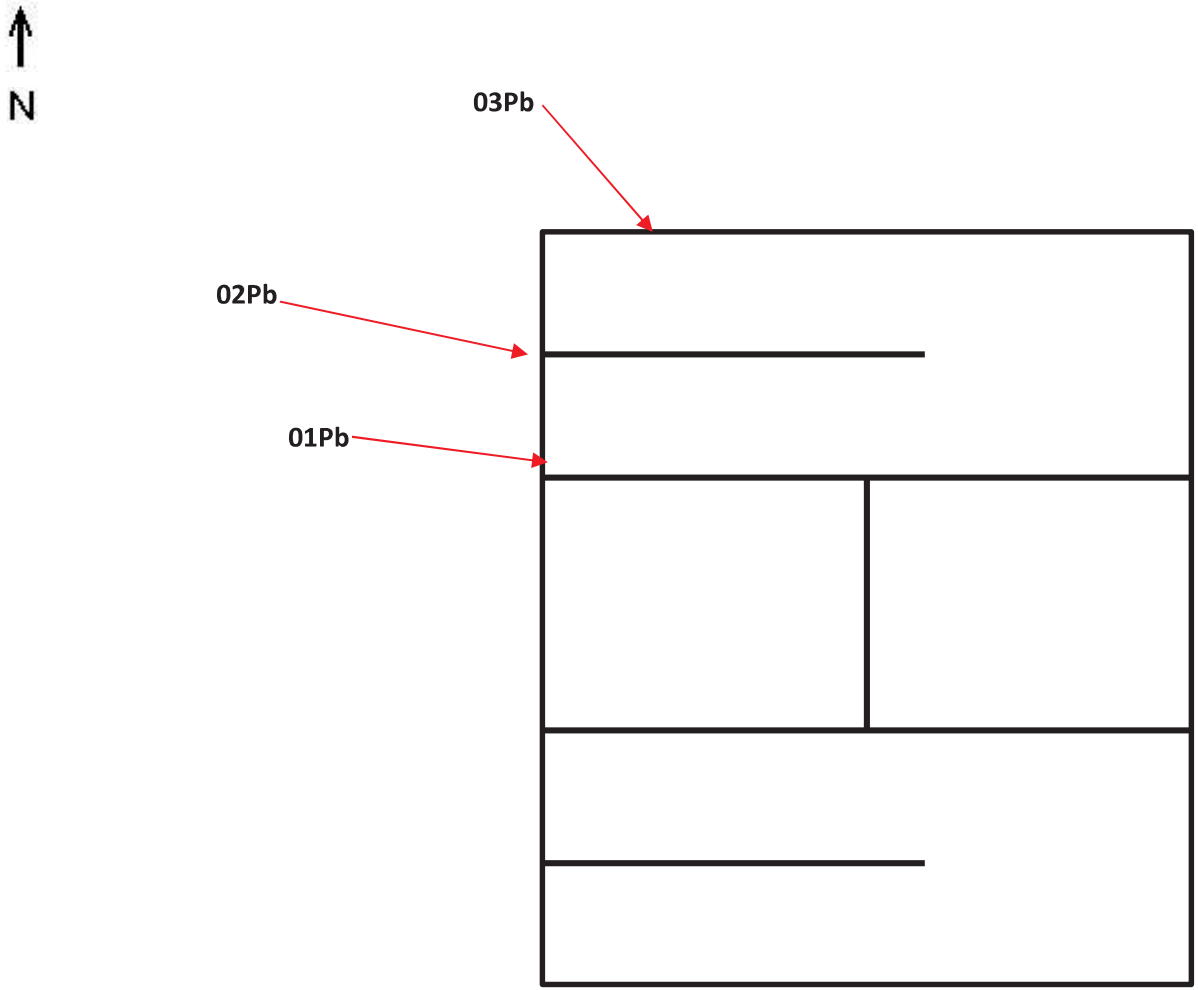
Special Instructions:

Please e-mail results at mainoffice@entekgroup.com as soon as available and include copy of submittal with those results.

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-24-7421-01Pb	Brown Paint on Metal / West Maintenance Closet, Northside
ECG-24-7421-02Pb	Tan Paint over Green Paint on Brick / West Exterior Pipe
ECG-24-7421-03Pb	Green Paint on Metal / Women's Restroom, Gate

Delivered by: _____ **Date:** 11/14/24 **Time:** 2:20 AM/PM

Received by: Johnlary **Date:** 11/15/24 **Time:** 9:45 AM/PM



City of Sacramento Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819	Entek Consulting Group, Inc. 4200 Rocklin Road, Suite 7 Rocklin, CA 95677 Map Not to Scale	Lead Bulk Sample Locations Collected by Steve Hopper On November 14, 2024 Project Number 24-7421

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 11/14/24

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☑ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]	City	County	Zip Code
160 45th Street	Sacramento	Sacramento	95819

Construction date (year) of structure	Type of structure	Children living in structure?
1980's	☐ Multi-unit building ☐ School or daycare ☐ Single family dwelling ☑ Other Restroom	☐ Yes ☑ No ☐ Don't Know

Section 4 — Owner of Structure (if business/agency, list contact person)

Name	Telephone number
City of Sacramento - Dennis Day	(916) 808-7633

Address [number, street, apartment (if applicable)]	City	State	Zip Code
915 I Street, 3rd Floor	Sacramento	California	95814

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☑ No lead-based paint detected ☐ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected

☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name	Telephone number
Jonathan Gonzalez	(916) 632-6800

Address [number, street, apartment (if applicable)]	City	State	Zip Code
4200 Rocklin Road, Suite 7	Rocklin	CA	95677

CDPH certification number	Signature	Date
11323	JGS.	1/10/25

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

N/A

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specifc locations of each lead hazard or presence of lead-based paint;
B. Each testing method, device, and sampling procedure used;
C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

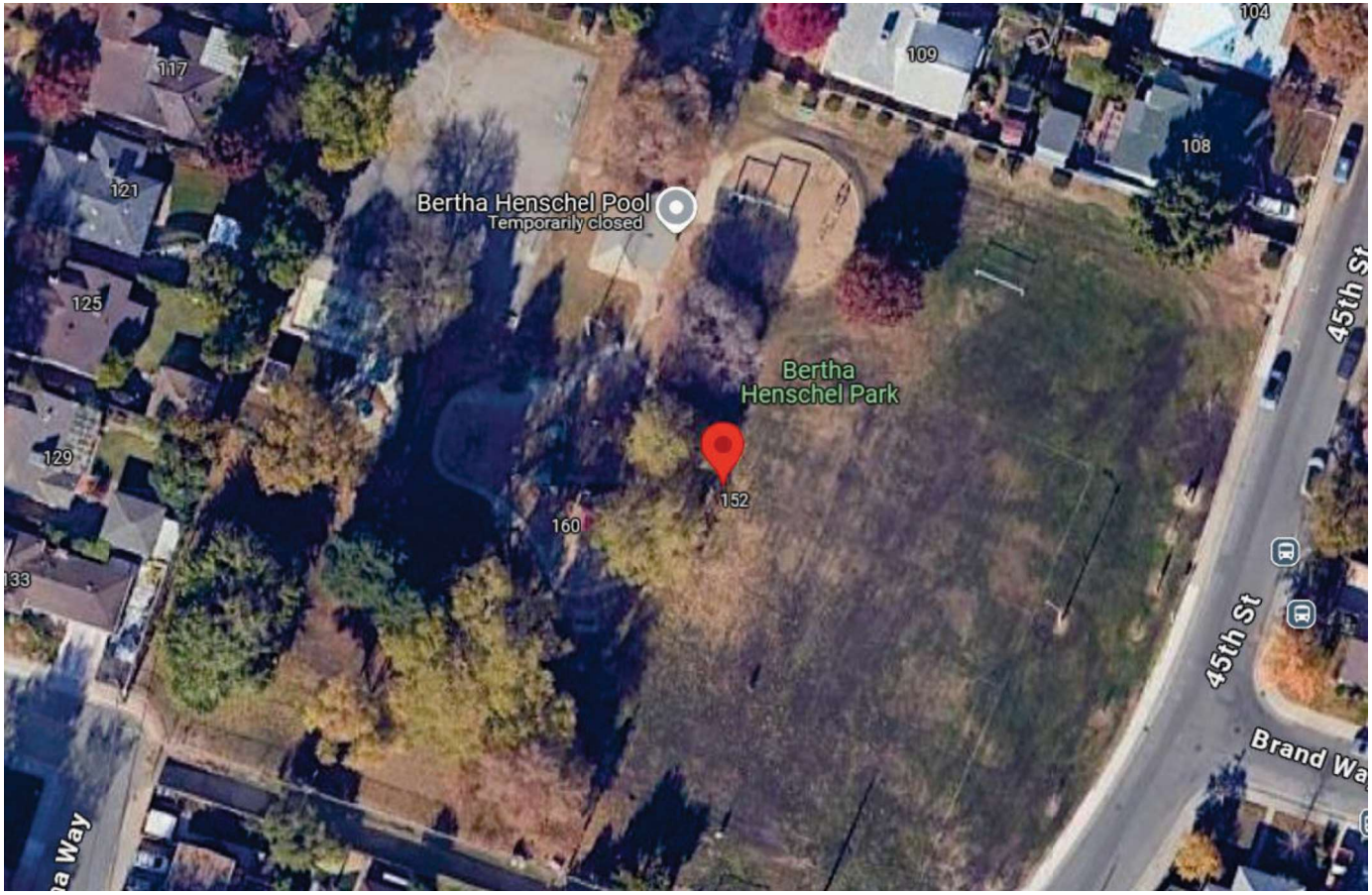
California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

APPENDIX C

BACK UP DOCUMENTS

- Site Map
- Photo Log
- Inspector Accreditations and Certifications
- Laboratory Accreditations for Asbestos Analysis

N



City of Sacramento Bertha Henschel Park, Restroom 160 45th Street Sacramento, CA 95819	Entek Consulting Group, Inc. 4200 Rocklin Road, Suite 7 Rocklin, CA 95677 Map Not to Scale	Site Map Project Number 24-7421

State of California
Division of Occupational Safety and Health

Certified Site Surveillance Technician

Steven K. Hopper
Name

Certification No. **24-7581**

Expires on **06/21/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
Steven Hopper	Lead Sampling Technician	LRC-00011201	5/24/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Jonathan A Gonzalez

Certification No. **22-7153**

Expires on **07/15/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
Jonathan Gonzalez	Lead Inspector/Assessor	LRC-00011323	6/7/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200757-0

Eurofins EMLab P&K

Tustin, CA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2024-01-01 through 2024-12-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

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ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 200757-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

Eurofins EPK Built Environment Testing, LLC - Tustin

2841 Dow Ave Suite 300 Tustin, CA 92780

Laboratory ID: LAP-178697

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs, LLC (AIHA LAP) accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☑	INDUSTRIAL HYGIENE	Accreditation Expires: November 01, 2025
☑	ENVIRONMENTAL LEAD	Accreditation Expires: November 01, 2025
☑	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: November 01, 2025
☐	FOOD	Accreditation Expires:
☐	UNIQUE SCOPES	Accreditation Expires:
☐	BE FIELD/MOBILE	Accreditation Expires:

Specific Field(s) of Testing/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP website (www.aihaaccreditedlabs.org) for the most current Scope.

Cheryl O. Morton

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision21: 10/24/2023

Date Issued: 01/01/2024

AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

Eurofins EPK Built Environment Testing, LLC - Tustin

Laboratory ID: LAP-178697

2841 Dow Ave Suite 300 Tustin, CA 92780

Issue Date: 01/01/2024
Expire Date: 11/01/2025

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 03/01/2017

Component, parameter, characteristic, material, or product tested	Technology sub-type/Detector	Method	Method Description *(for internal methods only)*
Paint	AA	EPA SW-846 7000B Modified	N/A
		NIOSH 7082	N/A
Settled Dust by Wipe	AA	EPA SW-846 7000B Modified	N/A
		NIOSH 7082	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at: *http://www.aihaaccreditedlabs.org*

Attachment C

Geotechnical Report

GEOTECHNICAL INVESTIGATION

Bertha Henschel Park Restroom Replacement
160 45th Street
Sacramento, California

PREPARED FOR:

CITY OF SACRAMENTO
YOUTH, PARKS, & COMMUNITY ENRIGHMENT
915 I STREET, 3RD FLOOR
SACRAMENTO, CALIFORNIA 95814

City of SACRAMENTO
Youth, Parks, & Community Enrichment

PREPARED BY:

GEOCON CONSULTANTS, INC.
3160 GOLD VALLEY DRIVE, SUITE 800
RANCHO CORDOVA, CALIFORNIA 95742

GEOCON

GEOCON PROJECT NO. S1145-05-27

MARCH 2025

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. S1145-05-27
March 25, 2025

VIA ELECTRONIC MAIL

Dennis S. Day
Senior Landscape Architect
City of Sacramento, Youth, Parks, & Community Enrichment
915 I Street, 3rd Floor
Sacramento, California 95814
DDay@cityofsacramento.org

Subject: GEOTECHNICAL INVESTIGATION
BERTHA HENSCHEL PARK RESTROOM REPLACEMENT
160 45TH STREET
SACRAMENTO, CALIFORNIA

Mr. Day:

In accordance with your authorization of our proposal (Geocon Proposal No. SA-24-1598-P-GT, dated August 22, 2024), we performed a geotechnical investigation for the proposed restroom replacement project at Bertha Henschel Park located at 160 45th Street in Sacramento, California.

The accompanying report presents our findings, conclusions, and recommendations for the project as presently proposed. In our opinion, no adverse geotechnical conditions were encountered that would preclude development at the site provided recommendations of this report are incorporated into the design and construction of the project.

Please contact us if you have any questions regarding this report or if we may be of further service.

Respectfully Submitted,

GEOCON CONSULTANTS, INC.

Brenda P. Fernandez, EIT
Senior Staff Engineer

Jeremy J. Zorne, PE, GE
Senior Engineer

REGISTERED PROFESSIONAL ENGINEER
JEREMY J. ZORNE
No. 2636
GEOTECHNICAL
STATE OF CALIFORNIA

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GEOTECHNICAL INVESTIGATION

1.0 PURPOSE AND SCOPE

This report presents the results of our geotechnical investigation for the proposed restroom building replacement at Bertha Henschel Park located at 160 45th Street in Sacramento, California. The approximate site location is depicted on the Vicinity Map, Figure 1.

The purpose of our geotechnical investigation was to observe and sample the subsurface conditions encountered at the site and provide conclusions and recommendations relative to the geotechnical aspects of site improvements as presently proposed.

To prepare this report, we performed the following scope of services:

- Performed a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site. A list of referenced material is included in Section 9.0 of this report.
- Reviewed available conceptual plans to select exploratory boring locations.
- Performed a site reconnaissance to determine access and mark out the proposed exploration locations. Notified subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory borings at the site.
- Performed two (2) exploratory borings (B1 and B2) using a truck-mounted CME 75 equipped with 6-inch solid-flight augers to depths of approximately 16½ feet.
- Obtained representative disturbed samples from the exploratory borings.
- Logged the borings in accordance with the Unified Soil Classification System (USCS).
- Upon completion, backfilled the exploratory borings with excess soil cuttings.
- Performed laboratory tests to evaluate pertinent geotechnical parameters.
- Prepared this report to summarize our findings, conclusions, and recommendations with respect to design and construction of the project.

Approximate locations of our borings are shown on the Site Plan, Figure 2. Details of our field exploration program, including boring logs, are presented in Appendix A. Details of our laboratory testing program and test results are presented in Appendix B.

2.0 SITE AND PROJECT DESCRIPTION

The site is located to the west of the intersection of Brand Way and 45th Street, within the East Sacramento neighborhood of Sacramento, California. The site is bound on each side by residential development and is generally flat with approximate ground surface elevations ranging from 29 to 31 feet above mean sea level (MSL). The park currently includes a soccer field, a basketball court, two playgrounds, a restroom building, a wading pool, and landscaping. The current and proposed restroom building location is shown on the Site Plan, Figure 2.

We understand that the project consists of removing and replacing the existing restroom building at the same location. The new two-stall prefabricated restroom building will be supported on conventional shallow foundations with an interior concrete slab-on-grade. Additional improvements will include new accessible concrete walkways, and the reconnection of sewer, electrical and water service utilities. We anticipate that site grading will include cuts and fills on the order of 3 feet or less. Some underground utilities may require deeper excavations.

3.0 SOIL AND GEOLOGIC CONDITIONS

We identified soil and geologic conditions by observing exploratory excavations and reviewing referenced geologic literature (Section 9.0). Descriptions provided below include the USCS symbol where applicable.

3.1 Site and Regional Geology

The site is located within the Great Valley Geomorphic Province of California, more commonly referred to as the Sacramento Valley. The Sacramento Valley is a broad depression bounded by the Sierra Nevada range to the east and the Coast Ranges to the west. The Sacramento Valley has been filled with a thick sequence of sediments derived from weathering of adjacent mountain ranges resulting in a stratigraphic section of Cretaceous, Tertiary, and Quaternary deposits.

Based on the *Preliminary Geologic Map of the Sacramento 30' X 60' Quadrangle,* California Geological Survey (CGS), 2011, the site is underlain by Holocene Alluvium (map symbol Qha), a younger alluvium described as semi-consolidated, discontinuous, interbedded layers of silt, sand, and gravel deposited in flood basins, fans, and terraces by rivers and streams emanating from the Sierra Nevada.

3.2 Fill

We encountered undocumented fill in boring B2 to a depth of approximately 3 feet. The fill generally consists of stiff sandy lean clay (CL). Since we do not know the compaction and placement history of the fill, partial removal and re-compaction will be required during site grading. Specific recommendations are provided in this report.

3.3 Alluvium

We encountered alluvium in both of our exploratory borings (B1 and B2) to the maximum depth explored of approximately 16½ feet. The alluvium generally consists of layers of very stiff to hard sandy lean clay (CL), dense clayey sand (SC), and hard silty clay (CL-ML).

Soil conditions described in the previous paragraph are generalized. The exploratory boring logs included in Appendix A detail soil type, color, moisture, consistency, and USCS classification of the soils encountered at specific locations and elevations.

4.0 GROUNDWATER

We did not encounter groundwater in each of our exploratory borings on October 14, 2024, to a maximum depth of approximately 16½ feet.

We reviewed available depth-to-groundwater data on the California Department of Water Resources (DWR) Sustainable Groundwater Management Act (SGMA) Data Viewer (https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#gwlevels). The SGMA Data Viewer website indicates that depth to groundwater at the site ranges from approximately 40 to 60 feet (Fall 2023).

It should be noted that fluctuations in the level of groundwater may occur due to variations in rainfall, temperature, and other factors. Depth to groundwater can also vary significantly due to localized pumping, irrigation practices, and seasonal fluctuations. Therefore, it is possible that groundwater may be higher or lower than the levels observed during our investigation.

5.0 GEOLOGIC HAZARDS

5.1 Regional Active Faults

The site is not located within an Alquist-Priolo Earthquake Fault Zone as established by the State Geologist around known active faults. Local field reconnaissance did not reveal overt indications of an active fault trace at the site. Review of available literature indicates there are no active fault traces within 1,000 feet of the project location. The USGS Quaternary Fault and Fold Database maps the nearest active ("Historical" and "Latest Quaternary") fault as the Great Valley Thrust Fault System located 29 miles southwest of the site. Therefore, we consider the potential for ground rupture due to onsite active faulting to be low.

5.2 Ground Shaking

The Sacramento region has a history of relatively low seismicity in comparison with more active seismic regions such as the San Francisco Bay Area or Southern California. The two most commonly referred to earthquakes that resulted in some reported building damage in Sacramento are the Winters and Vacaville events in 1892. There are no reported occurrences of seismic-related ground failure in the Sacramento region due to earthquakes.

We used the United States Geological Survey (USGS) Unified Hazard Tool (https://earthquake.usgs.gov/hazards/interactive/) to determine the deaggregated seismic source parameters including controlling magnitude and fault distance. The USGS estimated modal magnitude is 5.5 and the estimated Peak Ground Acceleration (PGA) for the Maximum Considered Earthquake (MCE) with a 2,475-year return period is 0.24g.

5.3 Liquefaction

Liquefaction is a phenomenon in which saturated cohesionless soils are subject to a temporary loss of shear strength due to pore pressure buildup under the cyclic shear stresses associated with earthquakes. Primary factors that trigger liquefaction are: strong ground shaking (seismic source), relatively clean, loose granular soils (primarily poorly graded sands and silty sands), and saturated soil conditions (shallow groundwater). Based on the geologic conditions encountered at the site, including alluvium consisting of very stiff to hard predominantly cohesive soils, and the lack of shallow groundwater, the potential for liquefaction to adversely impact the project is low. Mitigation and specific design measures with respect to liquefaction are not necessary for the project.

5.4 Expansive Soil

Laboratory Plasticity Index (PI) and Expansion Index tests on near surface soil samples indicate moderate plasticity and medium expansion potential (Appendix B). Specific recommendations with respect to expansive soil are provided in this report.

5.5 Soil Corrosion Screening

We performed pH, resistivity, chloride, and sulfate tests on a near-surface bulk sample to generally evaluate the corrosion potential of the soil with respect to proposed subsurface structures. These tests were performed in accordance with California Test Method (CTM) Nos. 643, 422, and 417. The results are presented in the following table and should be considered for design of underground structures.

TABLE 5.5A
SOIL CORROSION PARAMETER TEST RESULTS
(CALIFORNIA TEST METHODS 643, 417, AND 422)

Sample No.	Sample Depth (ft.)	pH	Minimum Resistivity (ohm-cm)	Chloride (ppm)	Sulfate (ppm)
B1-Bulk	0-3	6.5	2,090	9.8	38.1

Soil with a low pH (higher acidity) is considered corrosive as it can react with lime in cement to leach out soluble reaction products and result in a more porous and weaker concrete. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), soil with a pH of 5.5 or lower may be corrosive to concrete or steel in contact with the ground.

Soil resistivity is the measure of the soil's ability to transmit electric current. Corrosion of buried ferrous metal is proportional to the resistivity of the soil. A lower resistivity indicates a higher propensity for transmitting electric currents that can cause corrosion of buried ferrous metal items. In general, the higher the resistivity, the lower the rate for corrosion. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), resistivity serves as an indicator parameter for the possible presence of soluble salts and it is not included as a parameter to define a corrosive area for structures. A minimum resistivity value for soil less than 1,500 ohm-cm may indicate the presence of high quantities of soluble salts and a higher propensity for corrosion.

Based on the laboratory minimum resistivity test results and Caltrans criteria, soil at the locations tested does not have a higher propensity for corrosion.

The following table presents a summary of concrete requirements set forth by the California Building Code (CBC) Section 1904 and American Concrete Institute (ACI) 318 for possible chloride exposure. Chlorides can break down the protective oxide layer on steel surfaces resulting in corrosion. Sources of chloride include, but are not limited to, deicing chemicals, salt, brackish water, seawater, or spray from these sources.

TABLE 5.5B
REQUIREMENTS FOR CONCRETE EXPOSED TO CHLORIDE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Chloride Severity	Exposure Class	Condition	Maximum Water to Cement Ratio by Weight	Minimum Compressive Strength (psi)
Not Applicable	C0	Concrete dry or protected from moisture	N/A	2,500
Moderate	C1	Concrete exposed to moisture but not to external sources of chlorides	N/A	2,500
Severe	C2	Concrete exposed to moisture and an external source of chlorides	0.40	5,000

The appropriate Chloride Severity/Exposure Class should be determined by the project designer based on the specific conditions at the location of the proposed structure. Further guidance is provided in ACI 318. Per Caltrans *Corrosion Guidelines*, soil with a chloride concentration of 500 ppm or higher may be corrosive to steel structures or steel reinforcement in concrete. Based on Caltrans criteria, soil at the locations tested is not corrosive with respect to chloride content.

The following table presents a summary of concrete requirements set forth by CBC Section 1904 and ACI 318 for sulfate exposure. Similar to chlorides, sulfates can break down the protective oxide layer on steel leading to corrosion. Sulfates can also react with lime in cement to soften and crack concrete.

TABLE 5.5C
REQUIREMENTS FOR CONCRETE EXPOSED TO SULFATE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Sulfate Severity	Exposure Class	Water-Soluble Sulfate (SO_4) Content		Cement Type (ASTM C 150)	Maximum Water to Cement Ratio by Weight[1]	Minimum Compressive Strength (psi)
		Percent By Mass	Parts Per Million (ppm)			
Not Applicable	S0	$SO_4 < 0.10$	$SO_4 < 1,000$	No Type Restriction	N/A	2,500
Moderate	S1	$0.10 \leq SO_4 < 0.20$	$1,000 \leq SO_4 < 2,000$	II	0.50	4,000

Sulfate Severity	Exposure Class	Water-Soluble Sulfate (SO_4) Content		Cement Type (ASTM C 150)	Maximum Water to Cement Ratio by Weight[1]	Minimum Compressive Strength (psi)
		Percent By Mass	Parts Per Million (ppm)			
Severe	S2	$0.20 \leq SO_4 \leq 2.00$	$2{,}000 \leq SO_4 \leq 20{,}000$	V	0.45	4,500
Very Severe	S3	$SO_4 > 2.00$	$SO_4 > 20{,}000$	V+Pozzolan or Slag	0.45	4,500

Notes:
1. Maximum water to cement ratio limits are different for lightweight concrete, see ACI 318 for details.

Based on the laboratory test results, the Sulfate Severity is classified as “Not Applicable”, and the Exposure Class is S0. The concrete mix design(s) should be developed accordingly. The presence of water-soluble sulfates is not a visually discernible characteristic; therefore, other soil samples from the site could yield different concentrations. Additionally, over time landscaping activities (i.e., addition of fertilizers and other soil nutrients) may affect the concentration.

Geocon does not practice in the field of corrosion engineering and the above information is provided as screening criteria only. If corrosion sensitive improvements are planned, we recommend that further evaluations by a corrosion engineer be performed to incorporate the necessary precautions to avoid premature corrosion on buried metal pipes and metal or concrete structures in direct contact with the soils.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 General

6.1.1 No soil or geologic conditions were encountered during our investigation that would preclude development of the site as planned, provided the recommendations contained in this report are incorporated into the design and construction of the project.

6.1.2 The primary geotechnical constraints identified in our investigation are:

- **Existing Structures and Utilities:** The site currently contains an existing restroom building with associated improvements. Existing foundations, and utilities in conflict with the proposed restroom replacement will need to be completely removed. Existing undocumented fill associated with existing utilities and foundations will need to be removed to expose undisturbed native soil. Specific recommendations are provided herein.

- **Expansive Soil:** The site is blanketed by expansive clay soil. These conditions will require mitigation alternatives with respect to grading/earthwork and foundation design including deepened conventional foundations for the proposed structure. Also, concrete flatwork will require aggregate base (AB) underlayment. Specific recommendations are provided herein.

6.1.3 Conclusions and recommendations provided in this report are based on our review of referenced literature, analysis of data obtained from our exploratory field exploration program, laboratory testing program, and our understanding of the proposed project at this time. Geocon should be retained to review the project plans as they develop further, provide engineering consultation as-needed, and perform geotechnical observation and testing services during construction.

6.2 Seismic Site Class / Seismic Design Criteria

6.2.1 Seismic design of the structure should be performed in accordance with the provisions of the 2022 California Building Code (CBC) which is based on the American Society of Civil Engineers (ASCE)/Structural Engineering Institute (SEI) publication: ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE/SEI, 2017). We used the Structural Engineers Association of California (SEAOC) and Office of Statewide Health Planning and Development (OSHPD) web application Seismic Design Maps (https://seismicmaps.org/) to evaluate site-specific seismic design parameters in accordance with ASCE 7-16.

For seismic design purposes, sites are classified as Site Class "A" through "F" as follows:

- Site Class A – Hard Rock;
- Site Class B – Rock;
- Site Class C – Very Dense Soil and Soft Rock;
- Site Class D – Stiff Soil;
- Site Class E – Soft Clay Soil; and
- Site Class F – Soils Requiring Site Response Analysis.

Based on the subsurface conditions at the site and measured penetration resistance in our borings, the Site Classification is Site Class "D – Stiff Soil" per Table 20.3-1 of ASCE/SEI 7-16. For the purposes of evaluating code-based seismic parameters for design, we assumed a seismic Risk Category II (per the CBC) for the project. Results are summarized in Table 6.2.1.

TABLE 6.2.1
ASCE 7-16 (CODE-BASED) SEISMIC DESIGN PARAMETERS
SITE CLASS "D" – STIFF SOIL

Parameter	Value	ASCE 7-16 Reference
MCE_R Ground Motion Spectral Response Acceleration – Class B (short), S_S	0.536g	Figure 22-1
MCE_R Ground Motion Spectral Response Acceleration – Class B (1 sec), S_1	0.245g	Figure 22-2
Site Coefficient, F_A	1.372	Table 11.4-1
Site Coefficient, F_V	2.11	Table 11.4-2
Site Class Modified MCE_R Spectral Response Acceleration (short), S_{MS}	0.735g	Eq. 11.4-1
Site Class Modified MCE_R Spectral Response Acceleration (1 sec), S_{M1}	0.776g*	Eq. 11.4-2
5% Damped Design Spectral Response Acceleration (short), S_{DS}	0.49g	Eq. 11.4-3
5% Damped Design Spectral Response Acceleration (1 sec), S_{D1}	0.517g*	Eq. 11.4-4

* Per Supplement 3 of ASCE7-16 (effective November 5, 2021), a ground motion hazard analysis (GMHA) shall be performed for projects on Site Class "D" sites with 1-second spectral acceleration (S_1) greater than or equal to 0.2g, which is true for this site. However, Supplement 3 of ASCE 7-16 provides an exception stating that that the GMHA may be waived provided that the parameter S_{M1} is increased by 50% for all applications of S_{M1}. The values for parameters S_{M1} and S_{D1} presented above have been increased in accordance with Supplement 3 of ASCE 7-16.

6.2.2 Table 6.2.2 presents additional seismic design parameters for projects with Seismic Design Categories of D through F in accordance with ASCE 7-16 for the mapped maximum considered geometric mean (MCE_G).

TABLE 6.2.2
ASCE 7-16 SITE ACCELERATION DESIGN PARAMETERS

Parameter	Value	ASCE 7-16 Reference
Mapped MCE_G Peak Ground Acceleration, PGA	0.225g	Figure 22-7
Site Coefficient, F_{PGA}	1.375	Table 11.8-1
Site Class Modified MCE_G Peak Ground Acceleration, PGA_M	0.309g	Section 11.8.3 (Eq. 11.8-1)

6.2.3 Conformance to the criteria presented in Tables 6.2.1 and 6.2.2 for seismic design does not constitute any kind of guarantee or assurance that significant structural damage or ground failure will not occur if a maximum level earthquake occurs. The primary goal of seismic design is to protect life and not to avoid structural damage, since such design may be economically prohibitive.

6.3 Soil Excavation Characteristics and Stability

6.3.1 In our opinion, grading and excavations at the site may be accomplished with standard effort using heavy-duty grading/excavation equipment. We do not anticipate grading and excavations to generate cobbles or boulders that would require special handling or placement.

6.3.2 Temporary excavations deeper than 4 feet and intended for worker entry must meet Cal/OSHA requirements as appropriate. Excavation shoring, sloping, benching, the use of trench shields, and the placement of trench spoils should conform to the latest applicable Cal/OSHA standards. The contractor should have a Cal/OSHA-approved "competent person" onsite during excavation to evaluate trench conditions and to make appropriate recommendations where necessary. It is the contractor's responsibility to provide sufficient and safe excavation support as well as protecting nearby utilities, structures, and other improvements which may be damaged by earth movements.

6.3.3 The excavation support recommendations provided by Cal/OSHA are generally geared toward protecting human life and not necessarily toward preventing damage to nearby structures or surface improvements. The contractor should be responsible for using the proper active shoring systems or sloping to prevent damage to any structure or improvements near underground excavations.

6.3.4 If grading occurs during or after the wet season (typically winter and spring), or in periods of precipitation, in-place and excavated soils will likely be wet. Earthwork contractors should be aware of moisture sensitivity of clayey and fine-grained soils and potential compaction/workability difficulties.

6.3.5 Earthwork and pad preparation operations in these conditions will likely be difficult with low productivity. Often, a period of at least one month of warm and dry weather is necessary to allow the site to dry sufficiently so that heavy grading equipment can operate effectively. Conversely, during dry summer and fall months, dry clay soils may require additional grading effort (discing, mixing, or other means) to attain proper moisture conditioning.

6.3.6 Based on laboratory testing, in-situ moisture content of site soils ranges from approximately 9% to 37%, which is generally higher than optimum moisture content for this type of material (optimum moisture is approximately 10%). Due to the fine-grained nature of the soils and measured in-situ moisture contents above optimum, additional drying efforts to attain moisture contents suitable for compaction should be anticipated regardless of the time of year. Mitigation alternatives may include aerating/drying the exposed soils (assuming favorable weather conditions), or chemical treatment (e.g., lime treatment). Unstable excavation bottoms may require overexcavating 12 to 18 inches and placing geotextile fabric/geogrid covered with aggregate, for stabilization. We can provide specific recommendations during construction, based on conditions encountered.

6.4 Materials for Fill

6.4.1 Excavated soil generated from cut operations at the site are suitable for use as engineered fill in structural areas provided they are screened to exclude deleterious matter, significant organics/roots and cementations larger than 6 inches in maximum dimension. Due to high in-situ moisture content, onsite soils reused as engineered fill will likely require aerating/drying to attain suitable moisture content for compaction. During dry summer and fall months, soils may be dry and require additional grading effort to attain proper moisture conditioning. All material used as fill should have an organic content of 3 percent or less by dry unit weight.

6.4.2 Import and low-expansive fill (LEF) material should be primarily granular with a “very low” expansion potential (Expansion Index less than 20), a Liquid Limit less than 50, Plasticity Index less than 15, be free of organic material and construction debris, not contain rock larger than 6 inches in greatest dimension, and contain sufficient fines to act as a binder to

reduce caving potential when excavated. LEF may also consist of lime-treated native clay soils provided the treated materials meet the expansion criteria above. Based on our experience with similar soils, a lime application rate of approximately 5% by dry weight is likely required to stabilize the soil. If lime-treatment is selected, additional laboratory testing will be required to determine the appropriate application rate.

6.4.3 Environmental characteristics and corrosion potential of import soil materials should also be considered. Proposed import materials should be sampled, tested, and approved by Geocon prior to its transportation to the site.

6.5 Grading

6.5.1 All earthwork operations should be observed and all fills tested for recommended compaction and moisture content by a representative of our firm.

6.5.2 References to relative compaction and optimum moisture content in this report are based on the American Society for Testing and Materials (ASTM) D1557 Test Procedure, latest edition. Structural building pad areas should be considered as areas extending a minimum of 5 feet horizontally beyond the outside dimensions of buildings, including footings and overhangs carrying structural loads.

6.5.3 Prior to commencing grading, a pre-construction conference with representatives of the client, grading contractor, and Geocon should be held at the site. Site preparation, soil handling and/or the grading plans should be discussed at the pre-construction conference.

6.5.4 Site preparation should begin with complete removal of the existing restroom building, footings, underground utilities, debris, existing vegetation, trees and associated root systems, and other surface/subsurface structures Excavations or depressions resulting from site clearing operations, or other existing excavations or depressions, should be restored with engineered fill in accordance with the recommendations of this report.

6.5.5 At the time of our investigation, the site was vegetated with a moderate growth of irrigated natural turf. Surface vegetation consisting of turf and other similar vegetation should be removed by stripping to a sufficient depth to remove organic-rich topsoil. We estimate required stripping depths will range from approximately 2 to 3 inches. The actual stripping depth should be determined based on-site conditions prior to grading. Material generated during stripping is not suitable for use within 5 feet of building pads or within pavement areas but may be placed in landscaped or non-structural areas or exported from the site.

6.5.6 The most effective site preparation alternatives will depend on site conditions prior to grading. We should evaluate site conditions and provide supplemental recommendations immediately prior to grading, if necessary.

6.5.7 Because of the disturbance that will be caused by removing the existing building and site features, the new building pad should be over-excavated: (1) to remove all existing undocumented fill, (2) at least the depth of the deepest former footing or underground utility, and/or (3) at least 3 feet below existing grade, whichever is deeper, and re-compacted as engineered fill. Over-excavation and re-compaction operations should be performed in the presence of a Geocon representative to evaluate performance of the subgrade under compaction equipment loading.

6.5.8 Over-excavation areas, cut bottoms, areas to receive fill, or areas left at-grade should be thoroughly scarified to a minimum depth of 12 inches, uniformly moisture-conditioned at least 2% over optimum moisture content, and compacted to at least 90% relative compaction. Our representative should observe scarification and re-compaction operations to evaluate performance of the subgrade under compaction equipment loading and to identify any areas that may require removals.

6.5.9 Engineered fill should be compacted in horizontal lifts not exceeding 8 inches (loose thickness) and brought to final subgrade elevations. Each lift should be moisture-conditioned to at least 2% above optimum and compacted to at least 90% relative compaction.

6.5.10 Due to the expansive clay soils at the site, the upper 12 inches of the building pad should consist of low-expansive fill (LEF) meeting the requirements of Section 6.4.2 of this report. The LEF should be moisture-conditioned at or above optimum moisture content and compacted to at least 90% relative compaction.

6.5.11 The top 12 inches of flatwork subgrade areas (non-vehicular), whether completed at-grade, by excavation or filling, should be uniformly moisture-conditioned at least 2% over optimum moisture content and compacted to 90% relative compaction.

6.5.12 The top 6 inches of concrete flatwork subgrade, whether completed at-grade, by excavation, or by filling, should be uniformly moisture-conditioned at or above optimum moisture content, compacted to at least 95% relative compaction and be stable. The 95% relative compaction requirement applies to the top 6 inches of pavement area subgrade; however, underlying materials must be sufficiently compacted and stable. We recommend

proof-rolling the subgrade with a loaded water truck (or similar equipment with high contact pressure) to verify the stability of the subgrade prior to placing aggregate base (AB). We note that deeper scarification, moisture-conditioning, and compaction efforts may be required in order to achieve overall stability and compaction.

6.5.13 Underground utility trenches should be backfilled with properly compacted material. Pipe bedding, shading, and backfill should conform to the requirements of the appropriate utility authority. Soil excavated from trenches should be adequate for use as general backfill above shading provided it does not contain deleterious matter, vegetation, or cementations larger than 6 inches in maximum dimension. We note that site soils will likely require additional effort to suitably moisture condition and compact. Trench backfill should be placed in loose lifts not exceeding 8 inches. Lifts should be compacted to a minimum of 90% relative compaction at or near optimum moisture content. Compaction should be performed by mechanical means only; jetting of trench backfill is not recommended.

6.6 Foundations

6.6.1 Provided the building pad is graded in accordance with the recommendations of this report, the proposed restroom building may be supported on conventional shallow foundations bearing on engineered fill. The top 12 inches of the building pad should be comprised of LEF meeting the requirements of Paragraph 6.4.2 of this report.

6.6.2 To reduce potential for moisture variations beneath the building and associated soil expansion, foundations should consist of continuous perimeter strip footings with isolated interior spread footings. Perimeter strip footings should be continuous around the entire perimeter of the structure without breaks or discontinuities.

6.6.3 Continuous footings should be at least 12 inches wide and spread footings should be at least 18 inches square. All footings should be embedded at least 18 inches below lowest adjacent pad grade. Underground utilities running parallel to footings should not be constructed in the zone of influence of footings. The zone of influence may be taken to be the area within 18 inches laterally of the footing, beneath the footing, and within a 1:1 plane extending out and down from the bottom of the footing.

6.6.4 Continuous footings should be reinforced with at least four No. 4 reinforcement bars, two each placed near the top and bottom of the footing to minimize effects of expansive clay soils and to allow footings to span isolated soil irregularities. Consideration should be

given to using slab tie reinforcing bars between the perimeter foundation and the interior slab. The reinforcement recommended above is for soil characteristics only and is not intended to replace reinforcement required for structural considerations. The project structural engineer should evaluate the need for additional reinforcement

6.6.5 Foundations proportioned as recommended above may be designed using an allowable soil bearing capacity of 2,000 pounds per square foot (psf) for combined dead plus live loads. This value may be increased by one-third to evaluate all loads, including wind or seismic forces.

6.6.6 The allowable passive pressure used to resist lateral movement of the footings may be assumed to be equal to a fluid weighing 300 pounds per cubic foot (pcf). The allowable coefficient of friction to resist sliding is 0.30 for concrete against soil. Combined passive resistance and friction may be utilized for design provided that the frictional resistance is reduced by 50%.

6.6.7 Shallow foundations designed in accordance with the recommendations above should experience total settlement of less than one inch and differential settlement of ½ inch or less over a distance of 50 feet. The majority of settlement will be immediate and occur as the building is constructed.

6.6.8 A Geocon representative should observe foundation excavations prior to placing reinforcing steel or concrete to observe that the exposed soil conditions are consistent with those anticipated. If unanticipated soil conditions are encountered, foundation modifications may be required.

6.7 Interior Slabs-on-Grade

6.7.1 An interior concrete slab-on-grade floor in conjunction with spread footings recommended in this report are suitable for the proposed building provided the upper 12 inches of the building pad consists of low-expansive fill (LEF) meeting the requirements of this report. This recommendation assumes that the slab will be supported on a minimum 4-inch-thick rock section. The 4-inch-thick rock section is in addition to the 12 inches of LEF. If a thinner or thicker slab or rock section is planned, we should be consulted to provide revised recommendations.

6.7.2 Slab thickness and reinforcement should be determined by the structural engineer based on anticipated loading. However, at a minimum, the slab should be at least 4 inches thick and reinforced with No. 4 reinforcing bars placed 24 inches on center, each way. Structural requirements may require additional reinforcement or thicker concrete slabs.

6.7.3 If the near-surface soils of the building pad becomes dry prior to constructing the slab-on-grade, the building pad should be re-moistened by soaking or sprinkling such that the upper 12 inches of soil is at least 2% above optimum moisture content at least 48 hours before concrete placement. Our representative should verify moisture conditions prior to slab-on-grade construction.

6.7.4 Migration of moisture through concrete slabs or moisture otherwise released from slabs is not a geotechnical issue. However, for the convenience of the owner and design team, we are providing the following general suggestions for consideration by the owner, architect, structural engineer, and contractor. The suggested procedures may reduce the potential for moisture-related floor covering failures on concrete slabs-on-grade, but moisture problems may still occur even if the procedures are followed. If more detailed recommendations are desired, we recommend consulting a specialist in this field.

6.7.5 In areas where floor coverings are planned, a minimum 10-mil-thick vapor barrier meeting ASTM E1745-97 Class C requirements may be placed directly below the slab without a sand cushion provided the slab-on-grade concrete water-cement ratio is 0.45 or less. To reduce the potential for punctures, a higher quality vapor barrier (15 mil, Class A or B) may be used. The vapor barrier, if used, should extend to the edges of the slab and should be sealed at all seams and penetrations. At least 4 inches of ½- or ¾-inch crushed rock, with no more than 5 percent passing the No. 200 sieve, may be placed below the vapor barrier to serve as a capillary break.

6.7.6 The concrete water/cement ratio should be as low as possible. The water/cement ratio should not exceed 0.45 for concrete placed directly on the vapor barrier. Midrange plasticizers could be used to facilitate concrete placement and workability.

6.7.7 Proper finishing, curing, and moisture vapor emission testing should be performed in accordance with the latest guidelines provided by the American Concrete Institute, Portland Cement Association, and ASTM.

6.7.8 If building pad soils become dry, they should be re-moistened prior to concrete slab on grade construction. Building pads should be moistened to at least 2% above optimum moisture content, at least 48 hours before placing the vapor barrier. Moisture content should be verified by Geocon and/or the geotechnical consultant prior to placing the vapor barrier.

6.8 Concrete Sidewalks and Flatwork

6.8.1 Sidewalk, curb, gutter, and driveway encroachments in city right of way should be designed and constructed in accordance with the latest City of Sacramento standards and details as applicable.

6.8.2 Due to the presence of expansive near-surface soils, onsite exterior concrete flatwork will likely experience seasonal movement. Therefore, some cracking and/or vertical offset should be anticipated. We are providing the following recommendations to reduce distress to concrete flatwork. Recommendations include moisture conditioning subgrade soils, using low-expansive fill underlayment, and providing adequate construction and control joints. It should be noted that even with implementation of these measures, minor slab movement or cracking could still occur.

- Concrete flatwork should be at least 4 inches thick and underlain by at least 6 inches of LEF. LEF may consist of Class 2 AB or soil meeting the requirements of Paragraph 6.4.2 of this report. LEF should be compacted to at least 90% relative compaction. In addition, doweling could be provided at joints to reduce the potential for vertical offset.

- The upper 12 inches of subgrade soil for exterior flatwork should be uniformly moisture-conditioned at least 2% above optimum content and compacted to at least 90% relative compaction prior to placing LEF.

- To reduce the potential for cracking, at a minimum, concrete flatwork should be reinforced with No. 3 reinforcing bars spaced 18 inches center to center, each way.

- For 4-inch-thick flatwork, we recommend using a maximum control joint spacing of 8 feet in each direction and construction joint spacing of 10 to 12 feet. Construction joints that abut building foundations should include a felt strip, or approved equivalent, that extends the full depth of the exterior slab. Exterior slabs should structurally independent of building foundations except at doorways where doweling should be provided to reduce vertical offset.

- To reduce the potential for water from landscaped areas migrating under concrete flatwork and into the AB, consideration should be given to using plastic moisture cutoffs or full-depth curbs in areas where flatwork abuts irrigated landscaping. The cutoffs or full-depth curbs extend at least 4 inches or more into the soil subgrade beneath the AB.

6.9 Drainage

6.9.1 Adequate site drainage is critical to reduce the potential for differential soil movement, soil expansion, erosion and subsurface seepage. Under no circumstances should water be allowed to pond adjacent to building foundations. The site should be graded and maintained such that surface drainage is directed away from structures in accordance with the 2022 CBC or other applicable standards. In addition, surface drainage should be directed away from the top of slopes into swales or other controlled drainage devices.

6.9.2 Underground utilities should be leak free. Utility and irrigation lines should be checked periodically for leaks, and detected leaks should be repaired promptly. Detrimental soil movement could occur if water is allowed to infiltrate the soil for prolonged periods of time.

6.9.3 Landscaping planters adjacent to paved areas are not recommended due to the potential for surface or irrigation water to infiltrate the pavement's subgrade and base course. We recommend use of area drains to collect excess irrigation water and transmit it to drainage structures or impervious above-grade planter boxes. In addition, where landscaping is planned adjacent to the pavement or flatwork, we recommend construction of a cutoff wall (deepened curb) along the edge of the pavement/flatwork that extends at least 4 inches into the soil subgrade below the bottom of the base material.

6.9.4 The soil conditions at the site (low-permeability clays) are not conducive to water infiltration devices such as vegetated swales. However, Low Impact Development (LID) devices can be installed to reduce velocity and the amount of water entering the storm drain system. The LID devices should be properly constructed to prevent water infiltration into the surrounding soil. If water infiltrates the expansive soils, distress may be caused to adjacent pavements, flatwork, or structures. Vegetated swales and basin areas (if used) should be lined with an impermeable liner (e.g. high-density polyethylene, HDPE, with a thickness of about 12 mil or equivalent polyvinyl chloride liner) to reduce infiltration.

6.9.5 We recommend that roof drains be connected to water-tight subdrains that direct the water to the storm drain system. However, we understand that LID and Leadership in Engineering and Environmental Design (LEED) requests disconnecting the roof drains to help obtain certification. The water from the roof drains should be directed away from buildings. Consideration should be given to draining roofs to lined planter boxes or placing liners below the proposed landscape areas to prevent infiltration of the water. Geocon can be contacted for additional recommendations.

6.9.6 We recommend implementing measures to reduce infiltrating irrigation water near buildings, flatwork, or pavements. Such measures may include:

- Selecting drought-tolerant plants that require little or no irrigation, especially within 3 feet of buildings, slabs-on-grade, or pavements.
- Using drip irrigation or low-output sprinklers.
- Using automatic timers for irrigation systems.
- Using appropriately spaced area drains.

The project landscape architect should consider incorporating these measures into the landscaping plans.

6.9.7 Experience has shown that even with these provisions, subsurface seepage may develop in areas where no such water conditions existed prior to site development. This is particularly true where a substantial increase in surface water infiltration has resulted from an increase in landscape irrigation.

7.0 FURTHER GEOTECHNICAL SERVICES

7.1 Plan and Specification Review

7.1.1 We should review the foundation and grading plans prior to final design submittal to assess whether our recommendations have been properly incorporated and evaluate if additional analysis and/or recommendations are required.

7.2 Testing and Observation Services

7.2.1 The recommendations provided in this report are based on the assumption that we will continue as Geotechnical Engineer of Record throughout the construction phase. It is important to maintain continuity of geotechnical interpretation and confirm that field conditions encountered during construction are similar to those anticipated during design. Testing and observation services by the Geotechnical Engineer of Record are necessary to verify that construction has been performed in accordance with this report, approved plans, and specifications. If we are not retained for these services, we cannot assume any responsibility for other's interpretation of our recommendations or the future performance of the project.

8.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS

The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, we should be notified so that supplemental recommendations can be given.

This report is issued with the understanding that it is the responsibility of the owner or their representative to ensure that the information and recommendations contained herein are brought to the attention of the design team for the project and incorporated into the plans and specifications and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.

The recommendations contained in this report are preliminary until verified during construction by representatives of our firm. Changes in the conditions of a property can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. Additionally, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated partially or wholly by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in the site area at this time. No warranty is provided, express or implied.

9.0 REFERENCES

1. American Concrete Institute (ACI), ACI 318-19, *Building Code Requirements for Structural Concrete and Commentary*, 2019.

2. American Society of Civil Engineers / Structural Engineering Institute, *ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures*, 2017.

3. California Building Standards Commission, *2022 California Building Code*, based on 2021 International Building Code, International Code Council.

4. California Department of Water Resources (DWR), *Sustainable Groundwater Management Act (SGMA) Data Viewer,* accessed October 24, 2024.

5. Caltrans, Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Branch, *Corrosion Guidelines* (Version 3.2), May 2021.

6. Gutierrez, C. I., *Preliminary Geologic Map of the Sacramento 30' x 60' Quadrangle, California*, map scale 1:100,000, 2011.

7. Hart, Earl W., and Bryant, William A., *Alquist-Priolo Earthquake Fault Zone Program*, California Division of Mines and Geology, 1999.

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9. United States Geological Survey, *Unified Hazard Tool*, https://earthquake.usgs.gov/hazards/interactive/, June 21, 2024.

10. United States Geological Survey, U.S. Seismic Design Maps, Online Application, http://earthquake.usgs.gov/hazards/designmaps/usdesign.php, accessed October 21, 2024.

11. Unpublished reports, aerial photographs, and maps on file with Geocon.

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N

0 2,000

Scale in Feet

Bertha Henschel Park Restroom Replacement

160 45th Street
Sacramento, California

VICINITY MAP

S1145-05-27	March 2025	Figure 1

GEOCON 10/19/2024 USER Brown M PATH C:\Users\Brown M\OneDrive - Geocon, Inc\GIS Graphics\Projects\S1145-05-27 Bertha Henschel Park\01 Report\Maps\Figure 1 Vicinity Map.mxd

Legend

B2 ⊗ Approximate Boring Location

Approximate Site Boundary

N

0 50

Scale in Feet

GEOCON CONSULTANTS, INC.
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Bertha Henschel Park Restroom Replacement

160 45th Street
Sacramento, California

SITE PLAN

S1145-05-27	March 2025	Figure 2

GEOCON 10/18/2024 USER:Brown,M PATH:C:\Users\Brown.M\OneDrive - Geocon, Inc\GIS_Graphics\Projects\S1145-05-27 Bertha Henschel Park\GIS_Report\Maps\ Figure 2 Site Plan.mxd

APPENDIX A

APPENDIX A

FIELD EXPLORATION

We performed our geotechnical field exploration on October 14, 2024. Our field exploration program consisted of two exploratory borings (B1 and B2) at the approximate locations shown on the Site Plan, Figure 2.

The exploratory borings were performed using a truck-mounted CME 75 drill rig equipped with 6-inch outside diameter (OD) solid-flight augers and 8-inch OD hollow-stem augers. Soil sampling was performed using an automatic 140-pound hammer with a 30-inch drop. We obtained samples using a 3- inch OD split-spoon (California Modified) sampler and a 2½-inch OD Standard Penetration Test (SPT) sampler. We recorded the number of blows required to drive the sampler the last 12 inches (or portion thereof) of the 18-inch sampling interval on the boring logs. Upon completion, the borings were backfilled with soil cuttings.

We visually examined, classified, and logged the subsurface conditions in the exploratory borings in general accordance with the American Society for Testing and Materials (ASTM) Practice for Description and Identification of Soils (Visual-Manual Procedure D2488-90). This system uses the Unified Soil Classification System (USCS) for soil designations. The logs depict soil and geologic conditions encountered and depths at which we obtained samples. The logs also include our interpretation of the conditions between sampling intervals. Therefore, the logs contain both observed and interpreted data. We determined the lines designating the interface between soil materials on the logs using visual observations, excavation characteristics, and other factors. The transition between materials may be abrupt or gradual. Where applicable, we revised the field logs based on subsequent laboratory testing.

UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS				TYPICAL NAMES
COARSE-GRAINED SOILS (MORE THAN HALF IS COARSER THAN NO. 200 SIEVE)	GRAVELS (MORE THAN HALF COARSE FRACTION IS LARGER THAN NO.4 SIEVE SIZE)	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
			GP	POORLY GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, SILTY GRAVELS WITH SAND
			GC	CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND
	SANDS (MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO.4 SIEVE SIZE)	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
			SP	POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS WITH OR WITHOUT GRAVEL
			SC	CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS (MORE THAN HALF IS FINER THAN NO. 200 SIEVE)	SILTS AND CLAYS (LIQUID LIMIT 50% OR LESS)		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS
			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS
			OL	ORGANIC SILTS OR CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS (LIQUID LIMIT GREATER THAN 50%)		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH	ORGANIC CLAYS OR CLAYS OF MEDIUM TO HIGH PLASTICITY
	HIGHLY ORGANIC SOILS		PT	PEAT AND OTHER HIGHLY ORGANIC SOILS

BORING/TRENCH LOG LEGEND

- No Recovery (NOREC)
- Chunk Sample (CHK)
- Shelby Tube Sample (ST)
- Bulk Sample (B)
- Standard Penetration Test Sample (SPT)
- Modified California Sample (MC)
- Continuous Push (CP)
- Groundwater Level (At Time of Drilling)
- Groundwater Level (After Drilling)
- Groundwater Level (Seepage Encountered)

PENETRATION RESISTANCE

SAND AND GRAVEL			SILT AND CLAY			
RELATIVE DENSITY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	CONSISTENCY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	COMPRESSIVE STRENGTH (tsf)
VERY LOOSE	0 - 4	0 - 6	VERY SOFT	0 - 2	0 - 3	0 - 0.25
LOOSE	5 - 10	7 - 16	SOFT	3 - 4	4 - 6	0.25 - 0.50
MEDIUM DENSE	11 - 30	17 - 48	FIRM	5 - 8	7 - 13	0.50 - 1.0
DENSE	31 - 50	49 - 79	STIFF	9 - 15	14 - 24	1.0 - 2.0
VERY DENSE	OVER 50	OVER 79	VERY STIFF	16 - 30	25 - 48	2.0 - 4.0
			HARD	OVER 30	OVER 48	OVER 4.0

*NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE LAST 12 INCHES

MOISTURE DESCRIPTIONS

FIELD TEST	APPROX. DEGREE OF SATURATION, S (%)	DESCRIPTION
NO INDICATION OF MOISTURE; DRY TO THE TOUCH	S<25	DRY
SLIGHT INDICATION OF MOISTURE	25≤S<50	DAMP
INDICATION OF MOISTURE; NO VISIBLE WATER	50≤S<75	MOIST
MINOR VISIBLE FREE WATER	75≤S<100	WET
VISIBLE FREE WATER	100	SATURATED

QUANTITY DESCRIPTIONS

APPROX. ESTIMATED PERCENT	DESCRIPTION
<5%	TRACE
5 - 10%	FEW
11 - 25%	LITTLE
26 - 50%	SOME
>50%	MOSTLY

GRAVEL/COBBLE/BOULDER DESCRIPTIONS

CRITERIA	DESCRIPTION
PASS THROUGH A 3-INCH SIEVE AND BE RETAINED ON A NO. 4 SIEVE (#4 TO 3")	GRAVEL
PASS A 12-INCH SQUARE OPENING AND BE RETAINED ON A 3-INCH SIEVE (3"-12")	COBBLE
WILL NOT PASS A 12-INCH SQUARE OPENING (>12")	BOULDER

BEDDING SPACING DESCRIPTIONS

THICKNESS/SPACING	DESCRIPTOR
GREATER THAN 10 FEET	MASSIVE
3 TO 10 FEET	VERY THICKLY BEDDED
1 TO 3 FEET	THICKLY BEDDED
3 ⅝-INCH TO 1 FOOT	MODERATELY BEDDED
1 ⅛-INCH TO 3 ⅝-INCH	THINLY BEDDED
⅜-INCH TO 1 ⅛-INCH	VERY THINLY BEDDED
LESS THAN ⅜-INCH	LAMINATED

STRUCTURE DESCRIPTIONS

CRITERIA	DESCRIPTION
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS AT LEAST ¼-INCH THICK	STRATIFIED
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS LESS THAN ¼-INCH THICK	LAMINATED
BREAKS ALONG DEFINITE PLANES OF FRACTURE WITH LITTLE RESISTANCE TO FRACTURING	FISSURED
FRACTURE PLANES APPEAR POLISHED OR GLOSSY, SOMETIMES STRIATED	SLICKENSIDED
COHESIVE SOIL THAT CAN BE BROKEN DOWN INTO SMALLER ANGULAR LUMPS WHICH RESIST FURTHER BREAKDOWN	BLOCKY
INCLUSION OF SMALL POCKETS OF DIFFERENT SOIL, SUCH AS SMALL LENSES OF SAND SCATTERED THROUGH A MASS OF CLAY	LENSED
SAME COLOR AND MATERIAL THROUGHOUT	HOMOGENOUS

CEMENTATION/INDURATION DESCRIPTIONS

FIELD TEST	DESCRIPTION
CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE	WEAKLY CEMENTED/INDURATED
CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE	MODERATELY CEMENTED/INDURATED
WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE	STRONGLY CEMENTED/INDURATED

IGNEOUS/METAMORPHIC ROCK STRENGTH DESCRIPTIONS

FIELD TEST	DESCRIPTION
MATERIAL CRUMBLES WITH BARE HAND	WEAK
MATERIAL CRUMBLES UNDER BLOWS FROM GEOLOGY HAMMER	MODERATELY WEAK
⅛-INCH INDENTATIONS WITH SHARP END FROM GEOLOGY HAMMER	MODERATELY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **ONE** BLOW FROM GEOLOGY HAMMER	STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **COUPLE** BLOWS FROM GEOLOGY HAMMER	VERY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **MANY** BLOWS FROM GEOLOGY HAMMER	EXTREMELY STRONG

IGNEOUS/METAMORPHIC ROCK WEATHERING DESCRIPTIONS

DEGREE OF DECOMPOSITION	FIELD RECOGNITION	ENGINEERING PROPERTIES
SOIL	DISCOLORED, CHANGED TO SOIL, FABRIC DESTROYED	EASY TO DIG
COMPLETELY WEATHERED	DISCOLORED, CHANGED TO SOIL, FABRIC MAINLY PRESERVED	EXCAVATED BY HAND OR RIPPING (Saprolite)
HIGHLY WEATHERED	DISCOLORED, HIGHLY FRACTURED, FABRIC ALTERED AROUND FRACTURES	EXCAVATED BY HAND OR RIPPING, WITH SLIGHT DIFFICULTY
MODERATELY WEATHERED	DISCOLORED, FRACTURES, INTACT ROCK-NOTICEABLY WEAKER THAN FRESH ROCK	EXCAVATED WITH DIFFICULTY WITHOUT EXPLOSIVES
SLIGHTLY WEATHERED	MAY BE DISCOLORED, SOME FRACTURES, INTACT ROCK-NOT NOTICEABLY WEAKER THAN FRESH ROCK	REQUIRES EXPLOSIVES FOR EXCAVATION, WITH PERMEABLE JOINTS AND FRACTURES
FRESH	NO DISCOLORATION, OR LOSS OF STRENGTH	REQUIRES EXPLOSIVES

IGNEOUS/METAMORPHIC ROCK JOINT/FRACTURE DESCRIPTIONS

FIELD TEST	DESCRIPTION
NO OBSERVED FRACTURES	UNFRACTURED/UNJOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1 TO 3 FOOT INTERVALS	SLIGHTLY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 4-INCH TO 1 FOOT INTERVALS	MODERATELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1-INCH TO 4-INCH INTERVALS WITH SCATTERED FRAGMENTED INTERVALS	INTENSELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT LESS THAN 1-INCH INTERVALS; MOSTLY RECOVERED AS CHIPS AND FRAGMENTS	VERY INTENSELY FRACTURED/JOINTED

GEOCON

KEY TO LOGS

Plotted:09/20/2024 2:38PM | By:RUBEN AGUILAR | File Location:Y:\Key to Logs-Boring and Trench Log Descriptions\KeyToLogs_GeoconLegend-Soil&RockDescriptions.dwg

SOIL BORING NUMBER: B 1

PROJECT NAME Bertha Henschel Park Restroom Replacement
LOGGED BY H. Losberger
PROJECT NUMBER S1145-05-27
LATITUDE / LONGITUDE 38.576857, -121.443578
DATE STARTED 10/14/2024 **COMPLETED** 10/14/2024
DEPTH 16.5' **SURFACE ELEVATION** ~30'
LOCATION 160 45th Street, Sacramento
DRILLING FIRM V&W Drilling
RIG TYPE CME-75
METHOD Auger **BORING DIAMETER** 6 in
HAMMER TYPE Auto
HAMMER WEIGHT / DROP 140 / 30

Depth (ft)	Elevation (ft)	USCS	Material Description	Bulk	Driven	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)
	30	CL	**ALLUVIUM** Very stiff, moist, dark yellowish brown with black speckling, **Sandy LEAN CLAY**			B1-Bulk		
						B1-1.5 B1-2	8 11 17	28
			Hard, moist, yellowish brown with black speckling, **Sandy LEAN CLAY**, moderately cemented; hard pan			B1-3.5	33 50/5"	83/5"
5	25		Moderately cemented; with white calcium precipitation mottling			B1-5.5	19 50/3"	69/3"
		CL-ML	Hard, moist, olive brown with white and rust oxidized mottling and black speckling, **Silty CLAY**, with sand, fine grained, weakly cemented			B1-8 B1-8.5	11 27 42	69
10	20		Dark olive brown			B1-10.5 B1-11	13 31 50/5"	81/11"
15	15	SC	Dense, moist, yellowish brown with white calcium precipitation mottling, **Clayey SAND**			B1-15.5 B1-16	8 29 50/5"	79/11"
			Boring terminated at 16.5 feet. Groundwater not encountered. Backfilled with soil cuttings.					

Water Levels

▽ No free water encountered on 10/14

▼ -

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.

GEOCON

SOIL BORING NUMBER: B 2

PROJECT NAME Bertha Henschel Park Restroom Replacement
LOGGED BY H. Losberger
PROJECT NUMBER S1145-05-27
LATITUDE / LONGITUDE 38.577003, -121.44355
DATE STARTED 10/14/2024 **COMPLETED** 10/14/2024
DEPTH 16.5' **SURFACE ELEVATION** ~29'
LOCATION 160 45 Street, Sacramento
DRILLING FIRM V&W Drilling
RIG TYPE CME-75
METHOD Auger **BORING DIAMETER** 6 in
HAMMER TYPE Auto
HAMMER WEIGHT / DROP 140 / 30

Depth (ft)	Elevation (ft)	Graphic Log	USCS	Water Levels	Material Description	Bulk / Driven	Sample Number	Blow Counts/6"	Penetration Resistance (blows/foot)
	29		CL		**FILL** Stiff, moist, brown, **Sandy LEAN CLAY**		B2-Bulk		
							B2-1.5 B2-2	7 10 12	22
	25				**ALLUVIUM** Hard, moist, light brown, **Sandy LEAN CLAY**, moderately cemented; hard pan, with tree roots			50/1"	1"
5							B2-5.5	17 50/3"	67/3"
			SC		Dense, moist, yellowish brown with black speckling, **Clayey SAND**, fine grained		B2-8 B2-8.5	15 32 50/4"	82/10"
	20								
10			CL-ML		Hard, moist, olive brown with white speckling and rust oxidized mottling, **Silty CLAY**, with trace sand, fine grained		B2-10.5 B2-11	13 33 50/5"	83/11"
			SC		Medium dense, moist, light olive brown with black and white speckling, **Clayey SAND**, medium to coarse grained, with gravel				
	15								
15					Dense, moist, yellowish brown with white mottling, **Clayey SAND**		B2-15 B2-15.5 B2-16	18 28 48	76

Boring terminated at 16.5 feet. Groundwater not encountered. Backfilled with soil cuttings.

Water Levels

▽ No free water encountered on 10/14

▼ -

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN APPLIES ONLY TO THE SPECIFIC BORING OR TRENCH LOCATION AT THE DATE INDICATED AND MIGHT NOT REPRESENT SUBSURFACE CONDITIONS AT OTHER LOCATIONS OR TIMES. THE STRATIGRAPHY PRESENTED REPRESENTS THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES; THESE TRANSITIONS COULD BE GRADUAL.

APPENDIX B

APPENDIX B

LABORATORY TESTING PROGRAM

Laboratory tests were performed in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. Selected soil samples were tested for their in-place dry density and moisture content, plasticity characteristics, grain size distribution, fines content, corrosion potential, unconfined compressive strength, and moisture-density relationship. The results of the laboratory tests are presented below and on the following pages.

TABLE B1
EXPANSION INDEX TEST RESULTS
ASTM D4829

Sample Number	Depth (feet)	Moisture Content (%)		Expansion Index	Classification*
		Before Test	After Test		
B1-Bulk	0 – 5	9.7	20.7	51	Medium

**Expansion Potential Classification per ASTM D4829.*

Sample ID	Depth (feet)	Gravel (%)	Sand (%)	Fines (%)	Plasticity Index	Liquid Limit	Water Content (%)	Dry Density (pcf)
B1-1.5	1.5				25	39	13.0	112.9
B1-3.5	3.5						20.5	97.8
B1-8	8						29.4	90.6
B2-2	2						8.8	104.0
B2-8	8						21.7	97.3
B2-10.5	10.5						36.9	81.0

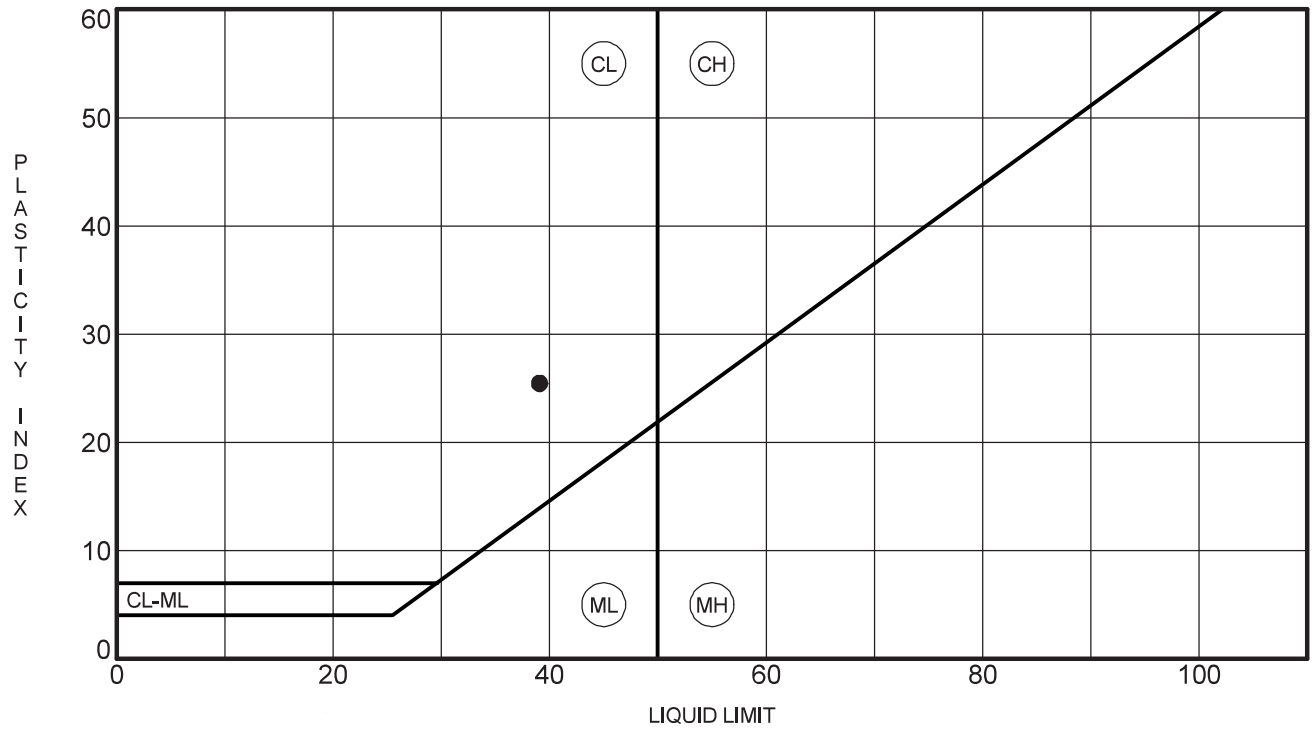
GEOCON

Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Telephone: 916-852-9118
Fax: 916-852-9132

Summary of Laboratory Results

Project: Bertha Henschel
Location: Sacramento, CA
Number: S1145-05-27
Figure: B1

LAB SUMMARY GEOTECH (PARAGON) W/PI & LL S1145-05-27 BERTHA HENSCHEL.GPJ US_LAB.GDT 10/31/24



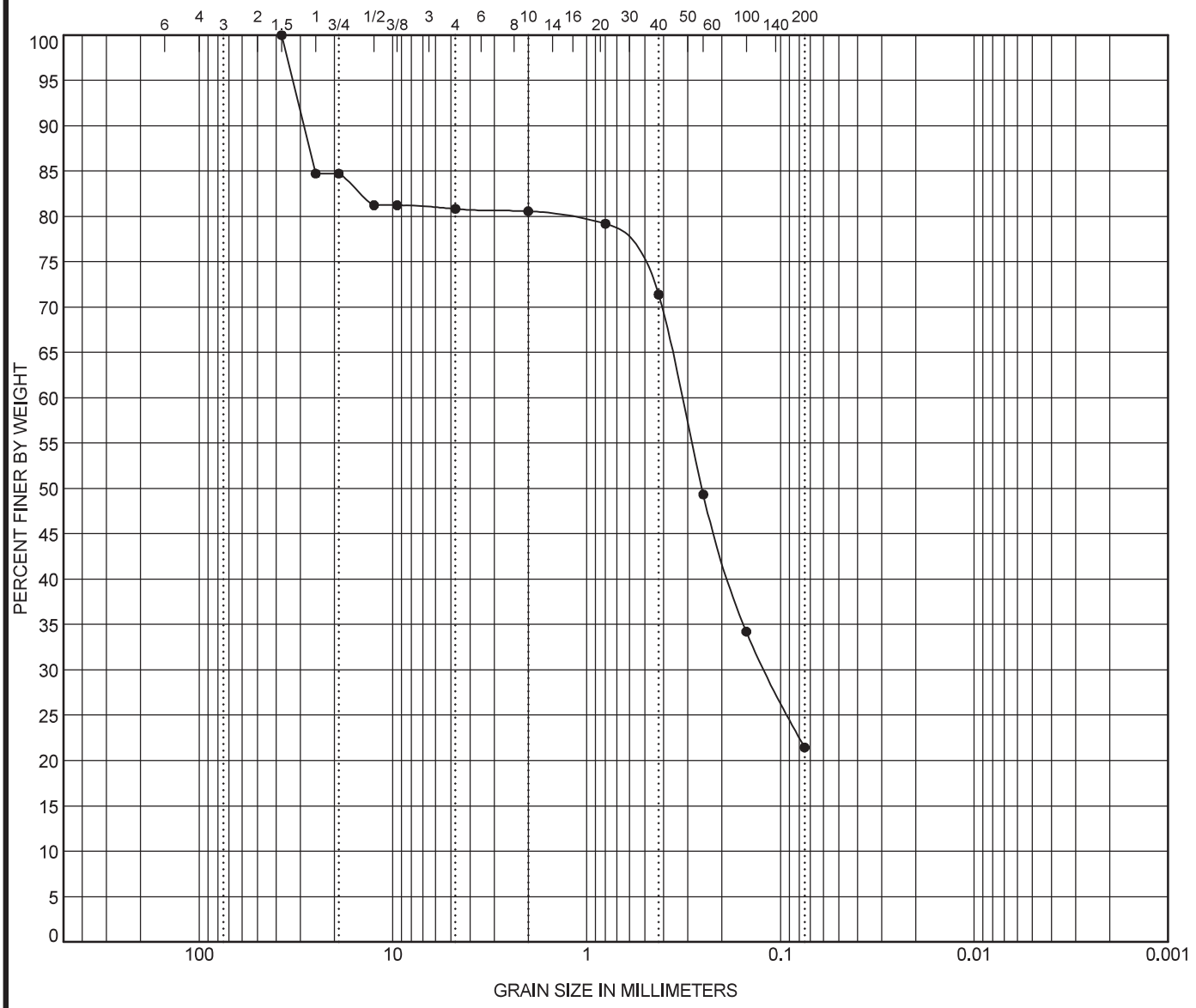
	Sample No.	Liquid Limit	Plastic Limit	Plasticity Index	% Pass #200 Sieve	Unified Soil Classification Description	Preparation Method
●	**B1-1.5**	**39**	**14**	**25**		**Sandy LEAN CLAY**	**dry**

Geocon Inc
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Telephone: 858-558-6900

ATTERBERG LIMITS (ASTM D4318)

Project: Bertha Henschel
Location: Sacramento, CA
Number: S1145-05-27
Figure: B2
Date:

PI COPY 2 S1145-05-27 BERTHA HENSCHEL.GPJ US_LAB.GDT 10/31/24



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Sample No.	Classification	LL	PL	PI	Cc	Cu
●	**B2-15**	**Clayey SAND with Gravel**					

	Sample No.	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**B2-15**	**37.5**	**0.323**	**0.119**		**19.2**	**59.4**	**21.4**	

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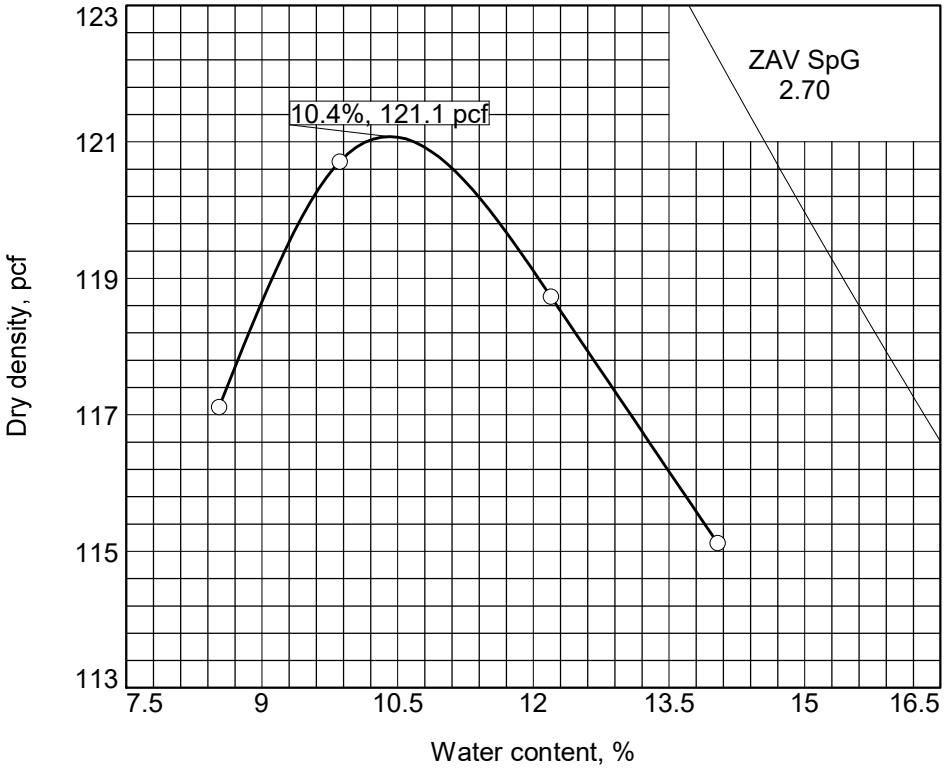
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Telephone: 916-852-9118

GRAIN SIZE DISTRIBUTION (ASTM D422, D6913)

Project: Bertha Henschel
Location: Sacramento, CA
Number: S1145-05-27
Figure: B3

GRAIN SIZE COPY 2 S1145-05-27 BERTHA HENSCHEL.GPJ US_LAB.GDT 10/31/24

COMPACTION TEST REPORT



Curve No.
B1 Bulk

Test Specification:
ASTM 1557 Method A 2024 Mold PM8

Preparation Method _____
Hammer Wt. 10
Hammer Drop 18
Number of Layers 5
Blows per Layer 25
Mold Size 0.0332 cu. ft.
Test Performed on Material Passing #4 **Sieve**

NM _____ **LL** _____ **PI** _____
Sp.G. (ASTM D 854) 2.7
%>#4 _____ **%<No.200** _____
USCS _____ **AASHTO** _____
Date Sampled _____
Date Tested 10/23/24
Tested By JL

TESTING DATA

	1	2	3	4	5	6
WM + WS	4025.0	4034.0	3942.0	4005.0		
WM	2028.0	2028.0	2028.0	2028.0		
WW + T #1	2456.0	2463.0	2413.0	2475.0		
WD + T #1	2276.8	2245.1	2262.9	2231.8		
TARE #1	459.0	458.0	502.0	499.0		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	9.9	12.2	8.5	14.0		
DRY DENSITY	120.7	118.7	117.1	115.1		

TEST RESULTS

Maximum dry density = 121.1 pcf

Optimum moisture = 10.4 %

Material Description

Dark grayish brown Lean clay

Remarks:

Project No. S1145-05-27 **Client:**
Project: Bertha Henschel Park

○ **Sample Number:** B1 Bulk

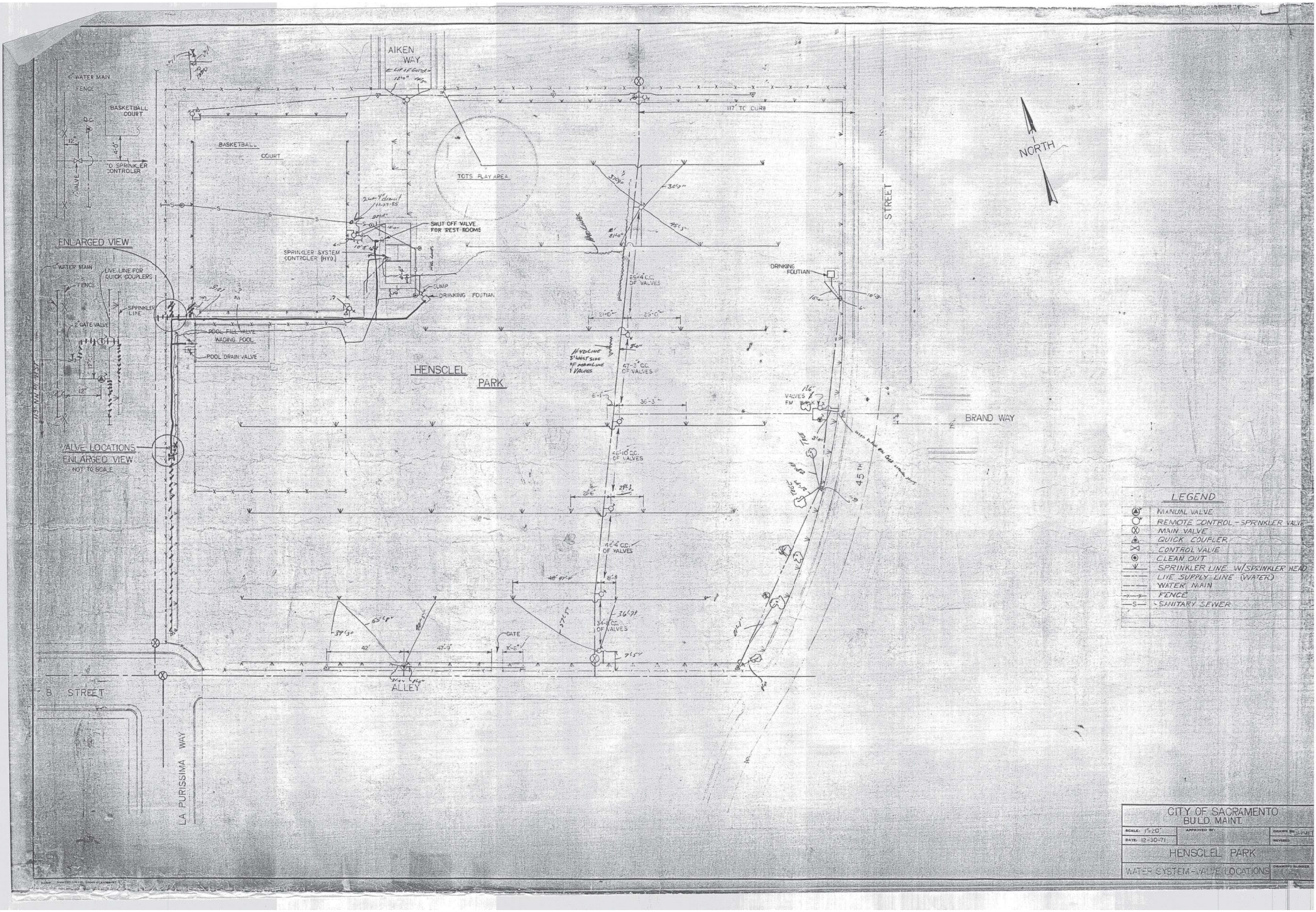
Checked by: AD
Title: LC

GEOCON CONSULTANTS, INC.

Figure: B4

Attachment D

As-Built Plan



CITY OF SACRAMENTO
BU.D. MAINT.

SCALE: 1"=20'	APPROVED BY:	DRAWN BY:
DATE: 12-30-71		REVISED:

HENSCLEL PARK

WATER SYSTEM - VALVE LOCATIONS

DRAWING NUMBER

City of
SACRAMENTO
Youth, Parks, & Community Enrichment
PARK PLANNING AND DEVELOPMENT SERVICES

Construction Plans for:

Bertha Henschel Park
Restroom & Basketball Court Improvements

April 7, 2026

Site Address:	160 45th Street
Project Number:	L19149500
Parcel No.	004-0082-004-0000

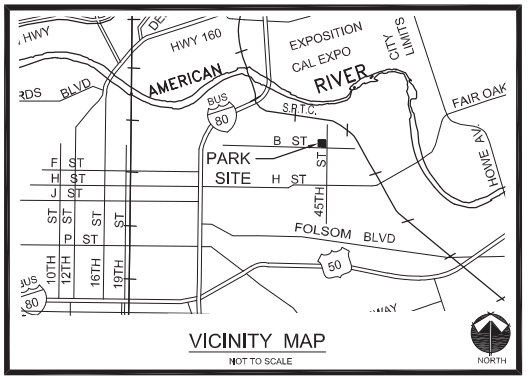
Manufacturer
Public Restroom Company
2587 Business Parkway
Minden, NV 89423
Contact: Chad Kaufman
Email: chad@publicrestroom company.com
Ph: (888) 888-2060

Electrical Engineer
ECOM Engineering
1455 Response Rd., Ste. 140
Sacramento, CA 95815
Contact: Curtis Costella
Email: ccostella@ecomeng.com
Ph: (916) 641-5600

Structural Engineer
R & S Stavares Assoc.
16855 Via Del Campo St., Ste. 200
San Diego, CA 92127
Contact: Masriana Cardoso
Email: mariano@rstaveres.com
Ph: (858) 444-3344

Landscape Architect:
City of Sacramento, YPCE
915 I Street, 3rd Flr.
Sacramento, CA 95814
Contact: Dennis Day
Email: dday@cityofsacramento.org
Ph: (916) 380-8813

PROJECT DATA:
Occupancy Group: U
Construction Type: V-8
Occupancy Load: 0
Height/Number of Stories: 11'-10" (1 story)
Total Building Area: 196 s.f.
Area of Scope Work: 196 s.f.

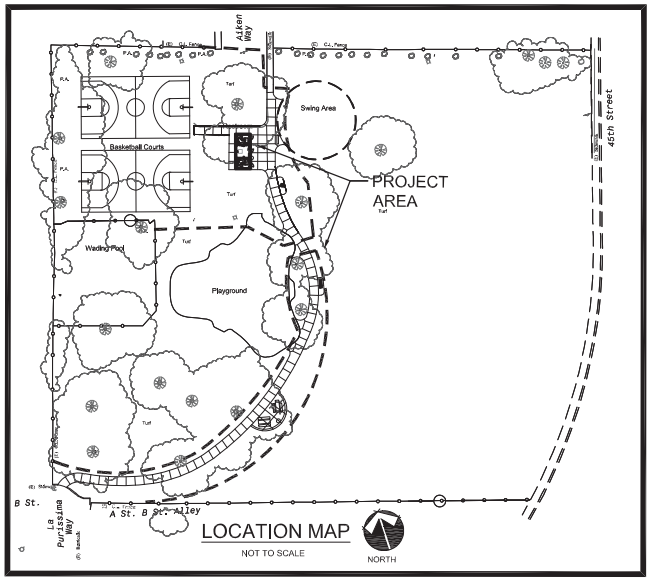


VICINITY MAP
NOT TO SCALE
NORTH

SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
GRADING PLAN	L3
LAYOUT PLAN	L4
CONSTRUCTION DETAILS	L5-L7
PATH OF TRAVEL PLAN	L8
AS-BUILT IRRIGATION PLAN (FOR REFERENCE)	L9
ELECTRICAL PLAN & SCHEDULES	E0-E5
RESTROOM TITLE SHEET	T1
ACCESSIBILITY COMPLIANCE	AC
FLOOR PLAN, STRUCTURAL DESIGN & SCHEDULES	A-1
BUILDING SECTION & ROOF FRAMING PLAN	A-1.1
EXTERIOR ELEVATIONS & FINISH SCHEDULE	A-2
INTERIOR ELEVATIONS & SCHEDULES	A-3
PLUMBING PLANS & SCHEDULES	P-1
ELECTRICAL PLAN & SCHEDULES	E-1
CONCRETE SLAB & STEEL PERIMETER PLAN & DETAILS	S-1

APPLICABLE CODES:
2025 CALIFORNIA BUILDING CODE (CBC) WITH CITY OF SACRAMENTO AMENDMENTS
2025 CALIFORNIA PLUMBING CODE (CPC) WITH CITY OF SACRAMENTO AMENDMENTS
2025 CALIFORNIA ELECTRICAL CODE (CEC) WITH CITY OF SACRAMENTO AMENDMENTS
ADA TITLE II (28 CFR PART 35) & 2010 ADAS APPLICABLE TO STATE & LOCAL GOVERNMENT SERVICES, PROGRAMS & ACTIVITIES



LOCATION MAP
NOT TO SCALE
NORTH

GENERAL NOTES

1. COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
2. TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 6-10 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
3. EXISTING FACILITIES: REFER TO SECTION 13 EXISTING FACILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
4. LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-19 MAIN AND TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
5. PERMANENT SURVEY MONUMENTS: REFER TO SECTION 6-5 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
6. IF HUMAN BURIALS ARE ENCOUNTERED: ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN, BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND ANY IDENTIFIED DESCENDANTS MUST BE NOTIFIED AND RECOMMENDATIONS FOR TREATMENT SOLICITED. PURSUANT TO: CEQA SECTION 15064.5; HEALTH AND SAFETY CODE SECTION 7050.5; PUBLIC RESOURCES CODE SECTION 5097.94 AND 5097.98.
7. TRENCH SAFETY PLANS: REFER TO SECTION 6-8 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
8. PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-7 PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
9. RECORD DRAWINGS: REFER TO SECTION 5-8 RECORD DRAWINGS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
10. LAWS, REGULATIONS: REFER TO SECTION 6-1 LAWS TO BE OBSERVED AND SECTION 6-2 CERTAIN LAWS AFFECTING THE WORK OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR REQUIREMENTS.
11. UTILITIES: THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.

Scope of Work:
Installation of a HCD approved prefabricated 2-stall restroom, accessible walkway, and utility connections.

CITY REPRESENTATIVE:
DENNIS DAY, PROJECT MANAGER/ LANDSCAPE ARCHITECT #4386
CITY OF SACRAMENTO
YOUTH, PARKS AND COMMUNITY ENRICHMENT
915 I STREET, 3rd FLOOR, SACRAMENTO, CA 95814
TELEPHONE: (916) 380-8813; EMAIL: DDAY@CITYOFSACRAMENTO.ORG

APPROVED BY:

JASON WIESEMANN, PARK PLANNING & DEVELOPMENT MANAGER — DATE
YOUTH, PARKS AND COMMUNITY ENRICHMENT DEPARTMENT

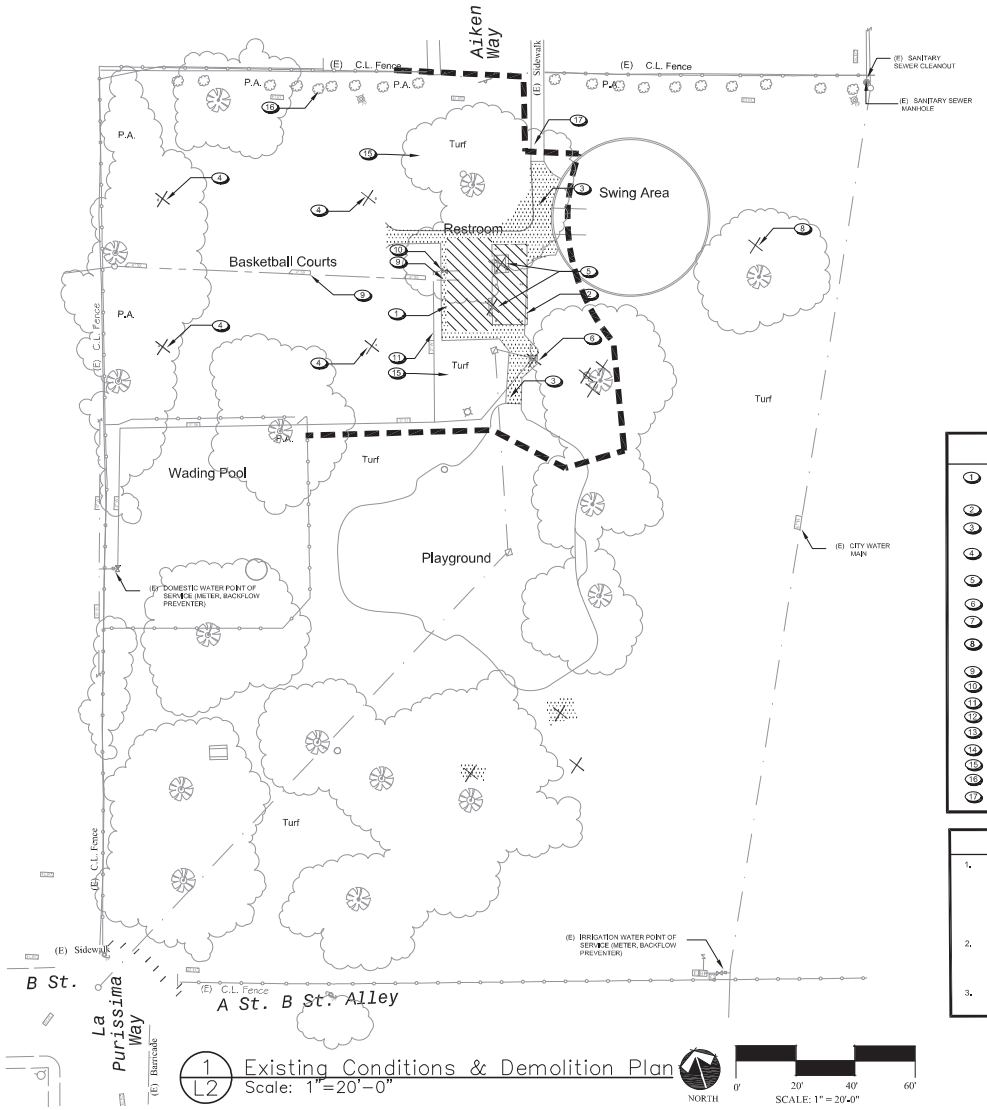
Dennis Day
DENNIS DAY, SENIOR LANDSCAPE ARCHITECT — DATE
YOUTH, PARKS AND COMMUNITY ENRICHMENT DEPARTMENT

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Services
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements
COVERSHEET

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: APRIL 7, 2026
SCALE: AS SHOWN
P. N.: L19109500
REVISIONS:

SHEET NO.
L1 of 23



1 L2 Existing Conditions & Demolition Plan
Scale: 1"=20'-0"

NORTH

0' 20' 40' 60'
SCALE: 1" = 20'-0"

Existing Condition & Demolition Legend

KEY	DESCRIPTION
10	CALL OUT
(E)	EXISTING ITEM
	EXISTING RESTROOM AND SHADE STRUCTURE TO REMOVE, SEE DEMOLITION NOTE 1 AND 2.
	EXISTING CONCRETE FLATWORK AND TO REMOVE .
PP	(E) POWER POLE
	(E) LIGHT POLE
	(E) PULL BOX
	(E) DRAIN INLET
4" SS	(E) SANITARY SEWER LINE
2" W	(E) DOMESTIC WATER LINE
4" IRR. MAIN	(E) IRRIGATION MAINLINE
	(E) STORM DRAIN LINE
ELEC	(E) ELECTRICAL CONDUIT, REFER TO ELECTRICAL PLANS
	EXISTING CHAIN LINK FENCE
	TEMPORARY CONSTRUCTION FENCING

Demolition Key Notes

1. REMOVE EXISTING RESTROOM BUILDING SHOWN HATCHED IN ITS ENTIRETY, INCLUDING ALL STRUCTURES, FIXTURES, SLABS AND UNDERGROUND UTILITIES. REFER TO ATTACHMENT A - HAZARDOUS MATERIAL SURVEY REPORT.
2. REMOVE EXISTING SHADE STRUCTURE SHOWN HATCHED, INCLUDING FOOTINGS.
3. REMOVE EXISTING CONCRETE FLATWORK AS SHOWN HATCHED, SAW CUT AT AN EXPANSION OR SCORE JOINT.
4. REMOVE AND DISPOSE OF FOUR EXISTING BASKETBALL POSTS AND BACKBOARDS, CUT POSTS AND GRIND FLUSH WITH EXISTING ASPHALT PAVING, AND FILL RESULTING HOLE WITH CONCRETE.
5. REMOVE AND DISPOSE OF EXISTING PICNIC TABLE, AND REMOVE BIKE RAC AND SAVE FOR REUSE, BOTH SURFACE MOUNTED.
6. REMOVE AND DISPOSE OF EXISTING DRINKING FOUNTAIN.
7. REMOVE AND DISPOSE OF FOUR EXISTING BENCHES, ONE TRASH RECEPTACLE AND ASSOCIATED CONCRETE PADS.
8. REMOVE AND DISPOSE OF TWO EXISTING BBQ GRILLS, CUT POST 2' BELOW GRADE AND FILL HOLE WITH TOPSOIL TO MATCH GRADE. REMOVE ASSOCIATED CONCRETE PADS.
9. EXISTING 4" SANITARY SEWER WITH CLEANOUT, REFER TO GRADING TO REMAIN.
10. EXISTING DOMESTIC WATER GATE VALVE TO REMAIN AND PRESERVE. SEE GRADING PLAN.
11. EXISTING 2" DOMESTIC WATER MAIN, PVC TO REMAIN AND PROTECT.
12. ELECTRICAL CONDUIT (REFER TO SHEET ELECTRICAL DEMOLITION WORK)
13. LOCATION OF NEW CONCRETE FLATWORK, CLEAR AND GRUB EXISTING TURF AN SOIL AS NEEDED.
14. EXISTING TREES TO REMAIN AND PROTECT.
15. TURF TO REMAIN AND PROTECT
16. EXISTING SHRUBS TO BE REMAIN, TYP.
17. CONCRETE WALKWAY TO REMAIN AND PROTECT.

Irrigation Modification Notes

1. THE CONTRACTOR SHALL PERFORM A MANDATORY IRRIGATION TEST WITH THE CITY PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING DAMAGED IRRIGATION SHALL BE NOTED AND SHALL BE REPAIRED BY THE CITY OF SACRAMENTO. AFTER CONSTRUCTION IS COMPLETE THE CITY AND CONTRACTOR SHALL PERFORM ANOTHER MANDATORY IRRIGATION TEST TO MAKE SURE ALL DAMAGED IRRIGATION WAS REPAIRED TO THE SATISFACTION OF THE CITY OF SACRAMENTO. THIS TEST WILL BE TO DETERMINE THAT ALL REPAIRS DUE TO CONSTRUCTION ACTIVITY HAVE BEEN COMPLETED.
2. THE CONTRACTOR TO BID ON CAPPING AND RELOCATION FIVE (5) EXIST. HUNTER 1-25 TURF ROTORS WHICH WILL INTERFERE WITH THE NEW CONCRETE WALKWAY AND FLATWORK. TIE INTO THE EXIST. IRRIGATION LATERAL LINES. REFER TO SHEET L9 AS-BUILT IRRIGATION PLANS AND ROTOR DETAIL 2/L7.
3. THE CONTRACTOR SHALL TAKE EXTREME CARE WHEN TRENCHING FOR NEW UTILITIES AND EXCAVATING FOR NEW PAVING TO MINIMIZE THE DAMAGE TO EXISTING IRRIGATION.

Existing Condition & Demolition Notes

1. SEE GENERAL NOTES AND ABBREVIATIONS ON COVER SHEET L1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. ALL EXISTING ITEMS ON THE SITE ARE TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. ALL DAMAGE CAUSED BY THE CONTRACTOR DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY. (SEE GENERAL NOTE 3 & 4).
4. THE CONTRACTOR SHALL COORDINATE A MEETING WITH THE INSPECTOR TO REVIEW EXISTING CONDITIONS. THE INSPECTOR AND CONTRACTOR SHALL MARK EXISTING CRACKED AND DAMAGED HARDSCAPE PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES, RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
6. ALL EXISTING TREES NOT SHOWN FOR REMOVAL SHALL BE PRESERVED AND FULLY PROTECTED FROM INJURY OR DAMAGE. DAMAGED OR INJURED TREES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO THE CITY'S SATISFACTION (SEE GENERAL NOTE 3). THE CONTRACTOR SHALL NOT ALLOW STORAGE OR CONSTRUCTION MATERIALS OR PARKING OR EQUIPMENT AND VEHICLES WITHIN A TREE DRIP LINE.
7. CITY OF SACRAMENTO ORDINANCE (C&D 8.124) REQUIRES 65% OF ALL DEBRIS GENERATED DURING THIS PARK DEVELOPMENT PROJECT BE RECYCLED. WASTE MUST BE HAULED TO A CERTIFIED MIXED C&D SORTING FACILITY.
8. THIS GENERAL AREA OF THE PARK HAS SPECIAL EVENTS ALMOST EVERY WEEKEND. THIS AREA WILL CONTINUE TO BE OPEN FOR SPECIAL EVENTS WITH EXCEPTION TO THE AREA WHERE THERE IS CONSTRUCTION OCCURRING. THE CONTRACTOR SHALL KEEP THIS IN MIND WHEN BIDDING THIS PROJECT.
9. ITEMS NOT SHOW TO BE REMOVED AND OR REPLACED SHALL BE PRESERVED AND PROTECT, AS NOTED IN SECTION 13-1 OF THE STANDARD SPECIFICATIONS

Erosion & Sediment Control Notes

1. CONSTRUCTION ACTIVITIES ON THIS SITE SHALL COMPLY WITH THE STATE OF CALIFORNIA STATE WATER RESOURCES CONTROL BOARD GENERAL CONSTRUCTION ACTIVITY STORM WATER PERMIT (PERMIT NO. 2022-0057-DWQ). HERE AFTER REFERRED TO AS GENERAL PERMIT AND COMPLY WITH THE SPECIFIC CONDITIONS DEPICTED ON THE PLAN AND SPECIFICATIONS. FOR THIS PROJECT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS NOT BEEN PREPARED PER THE REQUIREMENTS OF THE GENERAL PERMIT.
2. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL INSTALL PERIMETER CONTROLS, CONSTRUCTION ENTRANCE AND DRAIN INLET PROTECTION. THESE CONTROLS SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT. IN ADDITION THE CONTRACTOR SHALL INSTALL THE BEST MANAGEMENT PRACTICES (BMPS) AS SHOWN ON THE PLANS AND AS HTTPS://WWW.CITYOFSACRAMENTO.GOV/CONTENT/DAM/PORTAL/DOU/UTILITIES/DEVELOPMENT-STANDARDS/WATER_QUALITY.PDF . IF THE CONTRACTOR CHOOSES TO DEVIATE FROM A BMP THEN APPROVAL SHALL BE OBTAINED BY THE CITY PRIOR TO INSTALLATION. IF THE CONTRACTOR DOES NOT GET APPROVAL TO DEVIATE FROM THE BMPS THEN THE CONTRACTOR SHALL ADJUST THE BMPS AT THE CITY'S QSD DISCRETION AND SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL KEEP ONSITE AND OFFSITE PAVED STREETS AND STABILIZED CONSTRUCTION ENTRANCE CLEAN AT ALL TIMES. ANY MATERIAL DEPOSITED ON PAVED STREETS BY THE CONTRACTORS OPERATION SHALL BE REMOVED AND CLEANED BY SWEEPING AT THE END OF EACH DAY OR AS INSTRUCTED BY THE CITY.
4. EXISTING VEGETATION SERVES AS SPOIL STABILIZER AND A FILTRATION DEVICE. EXISTING VEGETATION NOT REMOVED BY CONSTRUCTION ACTIVITIES SHALL BE MAINTAIN AND IRRIGATION TO KEEP IT HEALTH. EVEN WITH EXISTING TURF / VEGETATION AROUND STORM DRAIN INLETS ADJACENT TO THE PROJECT BOUNDARY, THE CONTRACTOR WILL NEED TO INSTALL FILTER FABRIC OR STRAW WADDLES TO FILTER WATER GOING INTO THESE INLETS.
5. CONTRACTOR SHALL STORE ALL CONSTRUCTION MATERIAL AT ONE DESIGNATED LOCATION WHEN FEASIBLE AND OR THE SITE HAS BEEN SHUT DOWN FOR THE WINTER MONTHS. ALL ITEMS WHICH COULD BE POTENTIAL POLLUTANT SHALL BE COVERED OR IN A WATER TIGHT CONTAINER, AND STORED OFF THE GROUND.
6. BMP ITEMS REQUIRING CHANGES OR MAINTENANCE SHALL BE DONE BY THE CONTRACTOR WITHIN 48 HOURS AFTER BEING IDENTIFIED AND NOTED BY THE CITY. ONCE THE ITEMS HAVE BEEN MAINTAINED OR CHANGED THE CONTRACTOR SHALL INFORM THE CITY SO IT CAN BE INSPECTED TO MAKE SURE NO ADDITIONAL CHANGES NEED TO BE MADE.
7. RUN-ON SHALL BE DIRECTED AWAY FROM ALL DISTURBED AREAS. I
8. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES FOR THE CITY OF SACRAMENTO'S "ADMINISTRATIVE AND TECHNICAL PROCEDURES MANUAL FOR GRADING AND EROSION AND SEDIMENT CONTROL" FOR THE MEASURES SHOWN OR STATED ON THESE PLANS.

Tree Protection Notes

1. ALL TREE ROOTS REQUIRING PRUNING SHALL BE CUT CLEAN AND THE TREE AFFECTED MAY REQUIRE SUPPLEMENTAL IRRIGATION/ FERTILIZATION AND PRUNING AS A RESULT OF THE ROOT CUTTING.
2. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE TO EXISTING TREES, I.E. TRUNK WOUNDS, BROKEN LIMBS, POURING OF ANY DELETERIOUS MATERIALS, OR CONCRETE WASHOUT UNDER THE DRIPLINE OF THE TREES. DAMAGES WILL BE ACCESSED USING THE GUIDE TO PLANT APPRAISAL" 9th EDITION, PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. ANA APPRAISAL REPORT SHALL BE SUBMITTED FOR REVIEW BY TSHE CITY ARBORIST.
3. SUPPLEMENTAL IRRIGATION WILL BE REQUIRED FOR TREES ON AND ADJACENT TO THE PROJECT SITE WHERE THE IRRIGATION HAS BEEN TURNED OFF OR MODIFIED BECAUSE OF CONSTRUCTION ACTIVITIES.
4. THE TREES TO BE PRESERVED AND PROTECTION METHODS NOTED ABOVE SHALL BE IDENTIFIED ON ALL CONSTRUCTION PLANS FOR THIS PROJECT.
5. NO WORK SHALL BEGIN WHERE TREE PROTECTION FENCING HAS NOT BEEN COMPLETED AND APPROVED. TREE PROTECTION FENCING AS SHOWN ON PLANS SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4' HIGH.
6. EXCAVATION FOR UTILITIES, TRENCHING, STORAGE OF MATERIALS, PARKING OF VEHICLES AND GRADE CHANGES GREATER THAN 3" SHALL NOT BE ALLOWED WITHIN THE TREE ROOT ZONE.
7. IF DURING EXCAVATION FOR THE PROJECT OR FOR ANY NECESSARY SIDEWALK, CURB, GUTTER, OR DRIVEWAY CONSTRUCTION, TREE ROOTS GREATER THAN TWO INCHES IN DIAMETER ARE ENCOUNTERED, WORK SHALL BE STOPPED IMMEDIATELY. WORK SHALL NOT RESUME UNTIL AFTER THE ROOTS HAVE BEEN INSPECTED BY A CITY ARBORIST AND THEY GIVE THE CONTRACTOR INSTRUCTION ON HOW TO PROCEED. THE CONTRACT SHALL NOT CONTINUE UNTIL THE LANDSCAPE ARCHITECT APPROVES THE CHANGES REQUESTED BY THE ARBORIST.
8. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY BY USING TECHNIQUES SUCH AS COVERING THE ROOTS WITH SOIL, MULCH, OR WET BURLAP.

811 Know what's **below.** **Call** before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom Improvements

EXISTING CONDITIONS & DEMOLITION PLAN

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
D. DAY

CAD FILE

DATE APRIL 3, 2026

SCALE AS SHOWN

P. N. L19109500

REVISIONS

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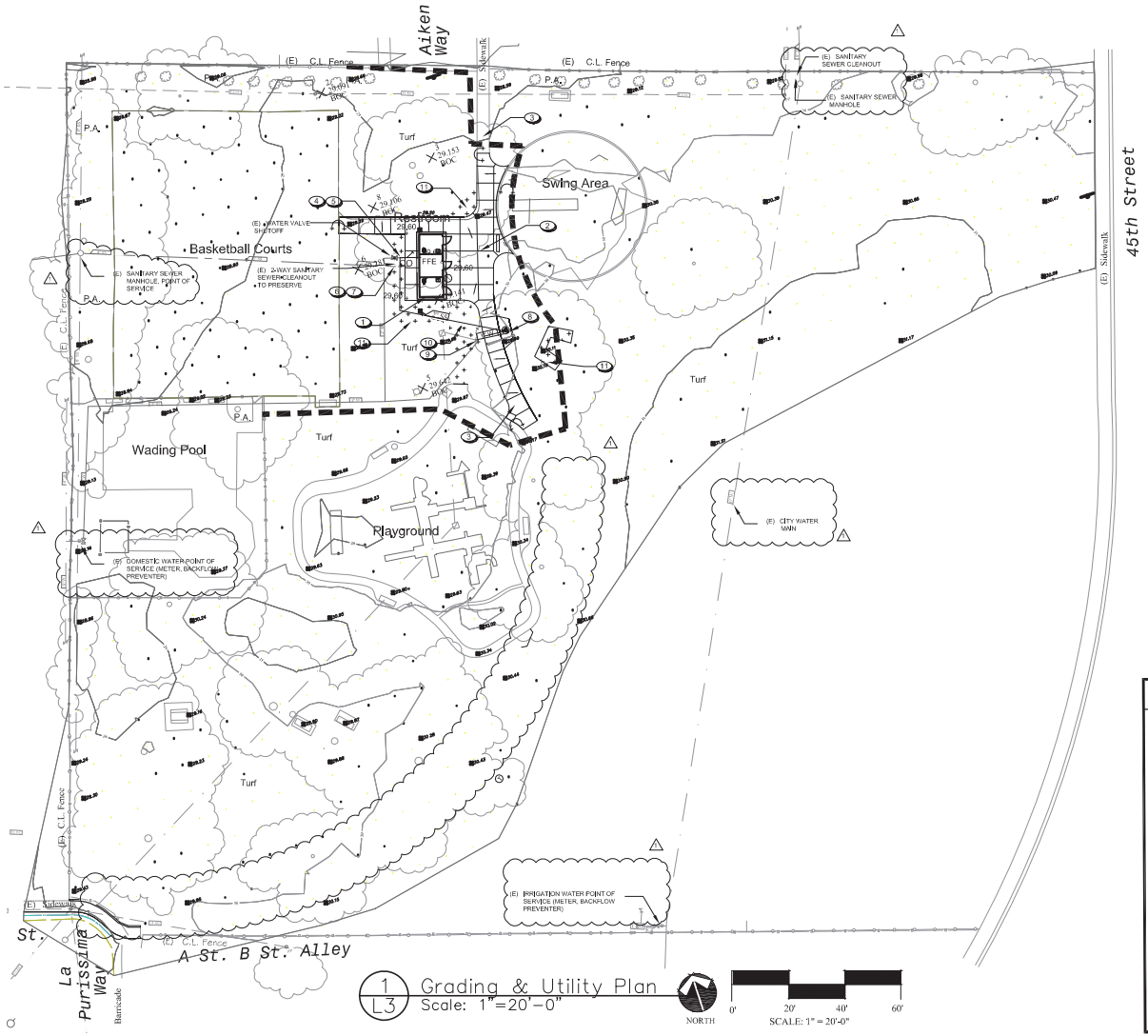

1 / L3 Grading & Utility Plan
Scale: 1"=20'-0"

Grading Legend

Symbol	Description
1 / L9	Detail Number / Sheet Number
FS	Finish Surface
× 17.80	Existing Spot Elevation
+ 18.50	Proposed Spot Elevation
2%	Direction of Slope
	Match Existing Grade
2"W	Domestic Water line
6"SS	Sanitary Sewer Line
CO	2-Way Cleanout, See Key Note 7 below.
	Temporary Construction Fence
+ + + +	Fill soil to be added, where concrete paving was removed. Garde to drain and match surrounding grades.

Grading Notes

1. SEE GENERAL NOTES ON COVER SHEET L-1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY MARK THOMAS CO. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
5. PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY INSPECTOR IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.
6. ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC, SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.
7. CROSS SLOPES FOR ALL CONCRETE FLATWORK NEED TO BE 1% MIN. AND 1.9% MAX CROSS SLOPE. 4.8% MAX RUNNING SLOPE.
8. CONTRACTOR SHALL PLACE EXPANSION JOINT BETWEEN EXISTING AND PROPOSED CONCRETE. CONTRACTOR TO ALIGN AND ENSURE LEVEL TRANSITION BETWEEN EXISTING AND NEW CONCRETE WITH NO ABRUPT CHANGES IN LEVEL.

Key Notes

1. NEW RESTROOM BUILDING: CONTRACTOR TO PREPARE 27' X 13' RESTROOM BUILDING SUBGRADE/ PAD AS SHOWN ON DETAILS 1/L6 and 2/L6 AND NOTES. REFER TO LAYOUT PLAN AND RESTROOM ENGINEERING PLANS. COORDINATE UTILITY CONNECTIONS WITH THE PUBLIC RESTROOM COMPANY.
2. NEW 4" CONCRETE FLATWORK OVER 6" A.B. REFER TO LAYOUT PLAN.
3. EXISTING CONCRETE WALKWAY TO REMAIN AND PROTECT.
4. EXISTING 2" DOMESTIC WATER LINE. REDUCE WATER LINE TO 1-1/2" TYPE K COPPER WATER LINE STUB PLACED WITHIN A CONCRETE BOX MARKED 'WATER' WITHIN 6 FT. OF THE EXTERIOR EDGE OF BUILDING FOUNDATION. THE CONNECTION TO NEW RESTROOM WATER LINE TO BE INSTALLED BY THE CONTRACTOR PER DETAIL 11/L5.
5. INSTALL A 2" NIBCO T-113 LF GATE VALVE IN A CONCRETE VALVE BOX MARKED 'WATER' WITHIN 6' FT OF RESTROOM BUILDING PER CITY STD. DTL. W-304. VALVE BOX TO FLUSH WITH THE TOP OF EXISTING SOIL AND/OR PAVING.
6. EXISTING 4" SANITARY SEWER LINE. SEWER LINE TO A 4" SCH. 40 SEWER LINE STUB PLACED WITHIN A CONCRETE BOX MARKED 'SEWER' WITHIN 5 FT. OF THE EXTERIOR EDGE OF BUILDING. CONNECTION TO NEW RESTROOM SEWER LINE TO BE INSTALLED BY THE CONTRACTOR PER DETAIL 10/L5.
7. PLACE A 2-WAY SANITARY SEWER CLEANOUT WITHIN 2 FT. FROM BUILDING PER DETAIL 8/L6. PLACED WITHIN A CAST IRON BOX MARKED 'SEWER'.
8. INSTALL NEW DRINKING FOUNTAIN ON NEW CONCRETE PAD PER DETAIL 1/L7.
9. EXTEND EXISTING 2' DOMESTIC WATER LINE FROM REMOVED DRINKING FOUNTAIN TO TO NEW DRINKING FOUNTAIN, PER DETAIL 1/L7.
10. RUN NEW 2" SEWER LINE CONNECTED TO EXISTING 4" SANITARY SEWER DIRECTLY FROM NEW DRINKING FOUNTAIN PER DETAIL. 1/L7.
11. PLACE NEW FILL SOIL TO MATCH EXISTING GRADE, IN THE LOCATIONS WHERE EXISTING CONCRETE PADS OR PAVING HAVE BEEN REMOVED, AND ADD SOIL AT EDGES OF NEW CONCRETE FLATWORK AND FEATHER TO MATCH SURROUNDING TURF GRADES. SLOPE TO DRAIN AND COMPACT TO 85%. PLACE TURF SEED IN THESE AREAS AFTER CONSTRUCTION. ALSO

Topographic Survey Notes

1. BASIS OF COORDINATESTHE COORDINATES FOR THIS SURVEY ARE BASED ON THE POINT NUMBER 3407, A FOUND MAG NAIL AND BRASS WASHER AS SHOWN ON THE RECORD OF SURVEY DATED JANUARY 2001 , APRIL 2001, CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE II, 1997.30 EPOCH COSS GPS CONTROL NETWORK, FOUND IN BOOK 63 OF SURVEYS, PAGE 29, OFFICIAL RECORDS OF SACRAMENTO COUNTY.
2. THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON THE GPS OBSERVATION ON CITY OF SACRAMENTO BENCHMARK 297-H4E, BEING A HILTI NAIL IN A LIGHT BASE AT THE SOUTHEAST CORNER OF MCKINLEY BLVD. AND 40TH ST AND BASED ON THE NAVD88 ELEVATION OF 26.168 FEET
3. THE PURPOSE OF THIS SURVEY IS TO PROVIDE SUPPLEMENTAL TOPOGRAPHIC FEATURES OF BERTHA HENSCHEL PARK. THE TOPOGRAPHY SHOWN HEREON IS BASED ON GROUND SURVEYS PERFORMED ON OCTOBER 18, 2024. ONE FOOT CONTOUR INTERVAL

For Construction Details, See Sheet L5 - L7.

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City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom Improvements
GRADING & UTILITY PLAN

LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE APR IL 3, 2026
SCALE AS SHOWN
P. N. L19109500
REVISIONS
1 4/06/2026

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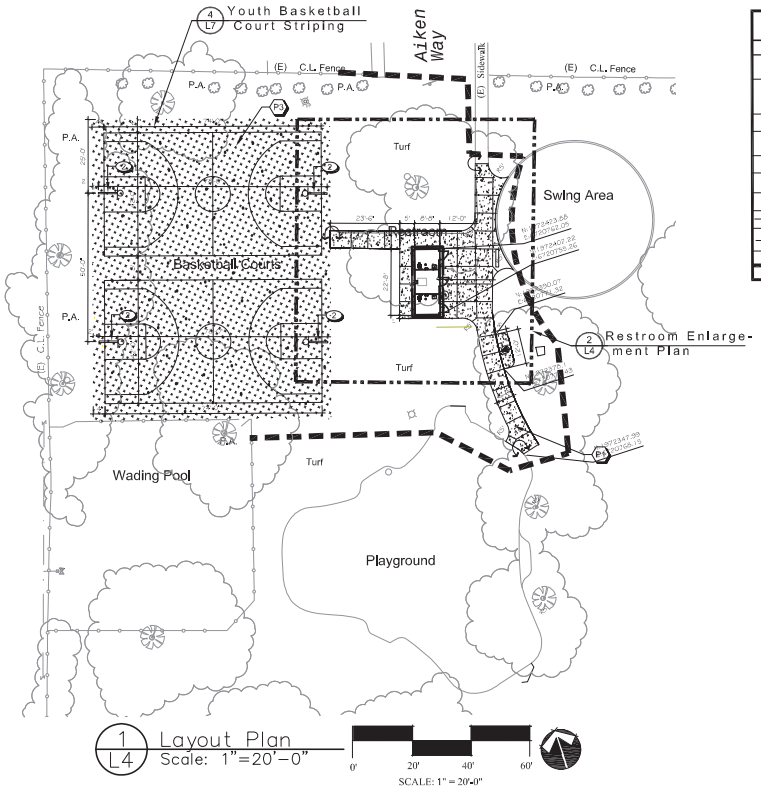
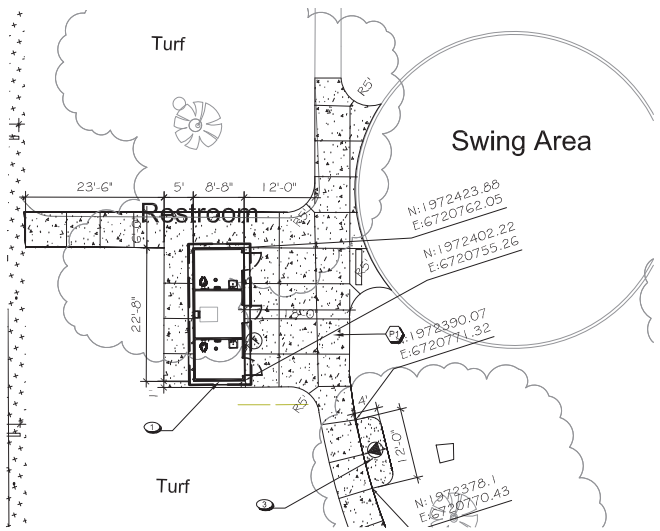


Layout Legend

Symbol	Description
1 / L9	Detail Number / Sheet Number
	Score Joint, at 6' O.C. or as shown, see detail 3/L5.
	Expansion Joint, at 12' O.C. or as shown, see detail 3/L5.
	Concrete Flatwork over Aggregate Base see Paving Schedule
PA	Planter Area
Turf	Turf Area
(E)	Existing
	Alignment of existing to proposed element
Eq.	Equal
CL	Centerline
N:6221.95 E:4197.08	Coordinate Points (North and Eastings)
	Area Enlargement



Paving Schedule

Key	Description	Color	Finish	Comments
P1	4" Concrete Flatwork over 6" AB	Gray	Med. Broom	Broom finish perpendicular to the path of travel. Per detail 1/L6.
P2	4" Concrete Pad over 4" AB	Gray	Med. Broom	Broom finish perpendicular to path of travel. Per detail 1/L5.
P3	Asphaltic Seal Coat	-	-	Remove weeds in existing asphalt cracks and seal cracks. Apply seal coating. Refer to specs.
P4	6" Raised Curb	Gray	Med. Broom	Broom finish perpendicular to curb. Per detail 5/L5.
P5	Bark Mulch (3" Thick)	Brown	-	Refer to Bark Mulch in Specifications.

Layout Key Notes

- A. Sanitary sewer clean out, refer to Grading Plan.
- B. Electrical conduit, refer to Elecitcal plans.
- C. Turf damaged by construction activities to receive be sod with turf sod. New sod to be installed flush with the top of surrounding turf.
- D. Minimize trenching within the drip line of trees, and if root cutting is required, cut to a clean edge.
- E. Existing tree to remain and protect.

Site Furniture & Equipment Legend

1	Prefabricated Restroom- by The Public Restroom Company (PRC) . Contractor to install the restroom building pad per detail 1 and 2/L6 and as shown on the Enlargement Plan on this sheet and as required by PRC. Refer to the Restroom plans. The restroom building to to be purchase by the City, and installed under separate contract by Public Restroom Company.
2	Basketball Post, Backboard & Net - by True Bounce model #PG666, 6" square x $\frac{1}{4}$" steel posts with 6' extension, Post Color: Black; Backboard: 42"x72" $\frac{1}{2}$" model XL7042, Color: Clear. Backboard stripping Color: Orange Goals: Heavy Duty Breakaway goal, model RB1000. Nets: Nylon, model REN143. Available through California Sports and Recreation Inc., Contact Jim Bruno (925) 426-6705. Install per detail 3/L7. Qty.: 2 pairs of each item.
3	Drinking Fountain - by Most Dependable Fountain, Model #10143SMFA(front approach). Color: Textured Emerald. Contact Most Dependable Fountain at mostdependable.com or Ph (901) 867-0039. Install per detail 1/L7. Qty: 1.
4	8' Picnic Table (Accessible) by Sitescapes, Cityview series . ADA Accessible 8' rectangle picnic table with two accessible benches. Steel strap, surface mounted, powder coated finish. Color: Forest. Contact: Gary Kimbrough at ParkPlanet, Ph (530) 410-5436, Email: Gary@parkplanet.com. Qty: 1. (Additive Alternate A7).
5	8' Picnic Table (Accessible) by Sitescapes, Cityview series . ADA Accessible 8' rectangle picnic table with two 8' benches, Steel strap, surface mounted, powder coated finish, Color: Forest. Contact: Gary Kimbrough at ParkPlanet, Ph (530) 410-5436, Email: gary@parkplanet.com. Qty: 1. (Additive Alternate A7).
6	Trash Receptacles - by Sitescapes, Cityview series, 32-Gallon Side Opening receptacle with Flat top lid,surface mounted, powder coated finish, Color: Forest, Contact: Gary Kimbrough at ParkPlanet, Ph (530) 410-5436, Email: Gary@parkplanet.com. Qty: 2. (Additive Alternate A8).
7	Existing Bench to Reinstall, on a new concrete pad per detail 8/L5. Qty.: 1. (Additive Alternate A6)
8	Existing Bike Rack to Reinstall, per surface mount per detail 5/L5. Qty.: 1. (Additive Alternate A6)

Layout Notes

1. See General Notes on the Cover Sheet of these construction documents.
2. See Special Provisions for additional information and requirements .
3. All work is to be performed by a licensed contractor and experienced workers. Contractor shall verify locations of existing underground utilities and structures prior to performing and excavation. Contractor shall repair any damage to utilities caused by their work at no additional charge to the City. Contractor shall conform to all local codes. Contractor shall contact U.S.A. (800) 227-2600 for locations of all underground, a minimum of 48 hours prior to excavation.
4. Utility sleeving shall be coordinated with concrete work. Sleeving shall be installed prior to placing concrete cork.
5. Written dimensions shall take precedent over scaled dimensions. All field adjustments must be approved by the Park Construction Inspector prior to installation. All dimensions are to inside edge of concrete flatwork, mow strip, face of curb, or center point of radius. Contractor shall provide smooth transitions between point stations along walkway.
6. Verify existing conditions before beginning work. Notify Park Construction Inspector if there are any discrepancies.
7. New concrete flatwork shall meet grade of existing concrete flatwork or asphalt paving. Where new concrete is placed adjacent to curbs or existing concrete paving, a contiguous expansion joint shall be installed between the new concrete flatwork and curbs, existing concrete flatwork, or existing asphalt paving. Any new concrete walkway shall have forms reviewed by the landscape Architect prior to pouring concrete.
8. All materials and finishes shall be as per drawings or specifications. Refer to specifications and detail for additional information. Some materials may require several weeks or months lead time. Contractor is responsible for determining any and all ordering lead times and providing required materials at the project site in a timely manner. No unapproved substitutions will be allowed. Contact the landscape Architect immediately if a specified material is not available.
9. Expansion joints if not shown on the pans shall be at 20' or 24' +/- O.C. in walkways. Other areas expansion joints to be placed as shown on the plans.
10. Score joints to be spaced as shown on the plans.

For Construction Details, See Sheet L5- L7.

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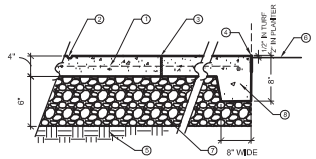
City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park
Restroom Improvements
LAYOUT PLAN

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: APR IL 3, 2026
SCALE: AS SHOWN
P. N.: L19109500
REVISIONS:

SHEET NO. L4 of 23

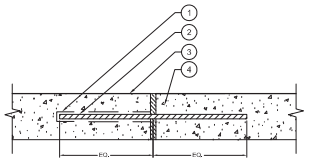


KEY

① CONCRETE PAVEMENT WITH #3 REBAR 24" O.C. EACH WAY, LOCATED AT MID DEPTH OF CONCRETE, MEDIUM BROOM FINISH PERPENDICULAR TO WALKWAY EDGE.
② SCORE JOINT
③ EXPANSION JOINT
④ 1" R, TOOLED EDGE, TYP.
⑤ SUBGRADE COMPACTED PER 90%.
⑥ FINISH GRADE
⑦ AGGREGATE BASE, COMPACTED TO 95% PER GEOTECHNICAL REPORT.
⑧ THICKEN EXTERIOR EDGES ON ALL CONCRETE PAVEMENT 8" AND WIDER.

1 L5 Concrete Flatwork Detail

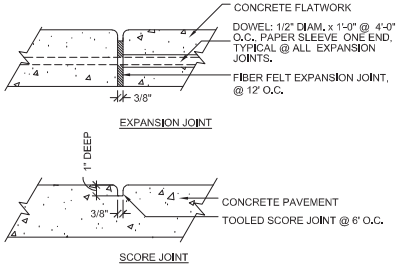
Not to Scale



KEY:
1. CORE DRILL, GREASE, AND WRAP INTO PLACE.
2. #3 REBAR, 18" SMOOTH DOWEL 36" O.C. - CENTERED IN SLAB.
3. (E) CONCRETE PAVING.
4. CONCRETE WALK EDGE.

2 L5 Concrete Dowel Detail

Not to Scale



3 L5 Expansion and Score Joints

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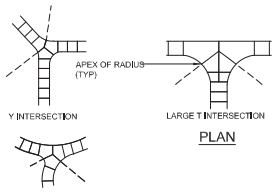
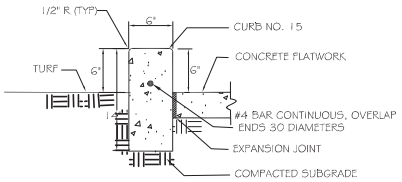


NOTES
1. CONTROL JOINTS SHALL NOT DIVIDE CONCRETE INTO SHAPES CONTAINING AN INTERIOR ANGLE OF 45 DEGREES OR LESS. EXPANSION JOINTS SHALL NOT EXCEED 24' SPACING, UNLESS OTHERWISE SHOWN ON THE LAYOUT PLANS.
2. JOINTS SHALL BE SPACED EQUAL TO THE WIDTH OF THE PATH. EXAMPLE: A 10' WIDE PATH SHALL HAVE JOINTS AT 10' O.C., UNLESS OTHERWISE SHOWN ON THE LAYOUT PLANS.

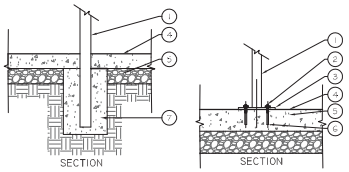
4 L5 Score Joint Pattern

Not to Scale



5 L5 6" Raised Concrete Curb

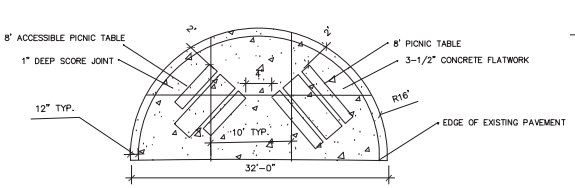
Not to Scale



CALLOUTS
1. SITE FURNISHING POST CLEAN AND FREE OF CONCRETE SPLATTER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. TACK WELD AND SECURE NUT PER SPECIFICATIONS.
3. BASE PLATE PER MANUFACTURER'S SPECIFICATIONS.
4. FINISH GRADE
5. CONCRETE PAVING
6. CONCRETE ANCHOR BOLT
7. CONCRETE FOOTING PER MANUFACTURER'S SPECIFICATION

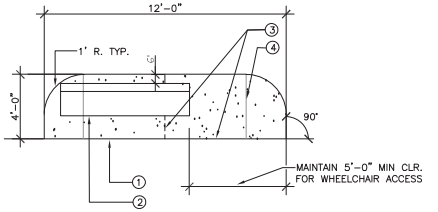
6 L5 Surface Mounted Detail

Not to Scale



7 L5 Double Table Pad

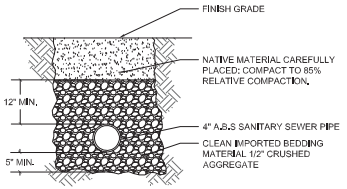
Not to Scale



① 3-1/2" REINFORCED CONCRETE PAVING, TYP.
② BENCH PER PLANS.
③ EXPANSION JOINT, TYP.
④ SCORE JOINT, TYP.

8 L5 Bench Pad

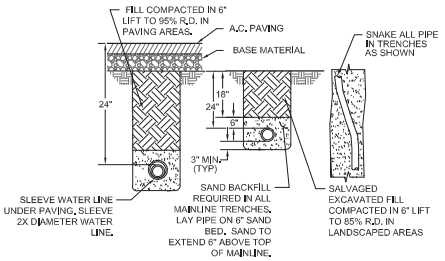
Not to Scale



NOTE:
IN AREAS WHERE TRENCHES ARE LOCATED IN FINE TO MEDIUM SANDS OR THERE IS PRESENCE OF GROUND WATER GEOTEXTILE FABRIC SHALL BE USED.

9 L5 Sanitary Sewer

Not to Scale



10 L5 Domestic Water Line

Not to Scale

811 Know what's below. Call before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements
CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE SEPT. 12, 2025
SCALE AS SHOWN
P. N. L19109500
REVISIONS

SHEET NO.
L5 of 23

OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PUBLIC RESTROOM COMPANY (PRC) RESPONSIBILITIES:

1. PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. FURNISH AND INSTALL UNDERGROUND UTILITIES UNDER SLAB (INCLUDING TRENCHING) EXTENDING 5 FEET MAX. BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
3. FURNISH AND INSTALL SLAB TO FOUNDATION ANCHORS PER DETAILS INCLUDED HEREIN. APPLICABLE ONLY TO BUILDINGS WITH FOUNDATIONS.

GENERAL NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF THE BUILDING AT EXTERIOR DOORS AND THE SIDEWALK OR PADS IS 1/4" MAX. PRC RECOMMENDS SIDEWALK TO BE FLUSH WITH FINISH FLOOR AT ALL DOORS.
2. THE PLAN & DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND ANGLE CONFIGURATION OF THIS BUILDING MODEL.

OWNER / GENERAL CONTRACTOR RESPONSIBILITIES:

1. PREPARE BUILDING PAD AND OR FOUNDATION AND FOOTINGS (IF APPLICABLE).
2. PROVIDE SITE PLAN & ENGINEERED FOUNDATION PLAN (IF APPLICABLE) AND ATTACH IT TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND OBTAIN NECESSARY PERMITS FROM LOCAL JURISDICTION.
3. VERIFY AND SCHEDULE NECESSARY INSPECTIONS WITH LOCAL JURISDICTION FOR SITE PERFORMED WORK BY OTHERS, AND FOR UNDER SLAB/ING SLAB PLUMBING CONNECTIONS MADE BY PRC.
4. COORDINATE SEWER INVERT ELEVATION WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION. VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC.
5. MAKE FINAL UTILITY CONNECTIONS (INCLUDING NECESSARY UTILITY BOXES).
6. PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500 psf WITH SUB-GRADE COMPACTED TO 90% M.D.D.
7. SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE MASON SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC FOR UTILITY TRENCH BACKFILL.
8. PROJECTS WITH FOOTINGS: PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN, AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD / FOUNDATION PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE FOUNDATIONS / PADS FOR REFERENCE ONLY. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND / OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AND INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER / GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES A NINE" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES. PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.

PUBLIC RESTROOM COMPANY

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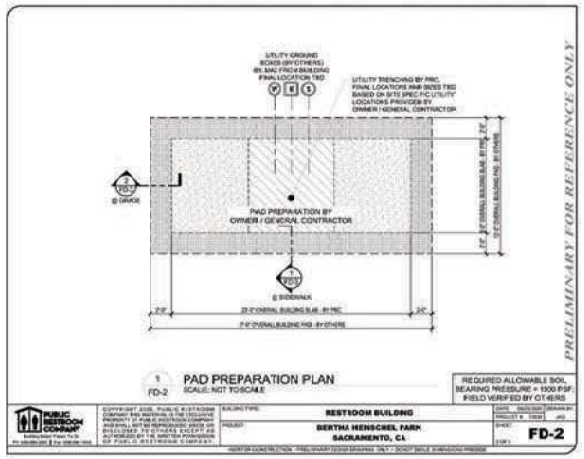
BUILDING TYPE: RESTROOM BUILDING
PROJECT: BERTHA HENSCHEL PARK, SACRAMENTO, CA
SHEET: FD-1

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE DRAWINGS PRESS



1 FD-2 PAD PREPARATION PLAN
SCALE: NOT TO SCALE

REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF. FIELD VERIFIED BY OTHERS

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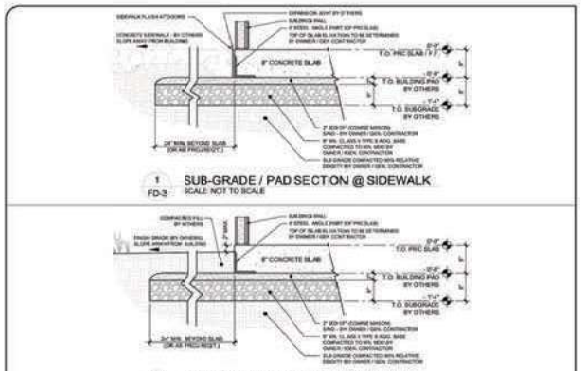
BUILDING TYPE: RESTROOM BUILDING
PROJECT: BERTHA HENSCHEL PARK, SACRAMENTO, CA
SHEET: FD-2

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE DRAWINGS PRESS



1 FD-3 SUB-GRADE / PAD SECTON @ SIDEWALK
SCALE: NOT TO SCALE

2 FD-3 SUB-GRADE / PAD SECTON @ GRADE
SCALE: NOT TO SCALE

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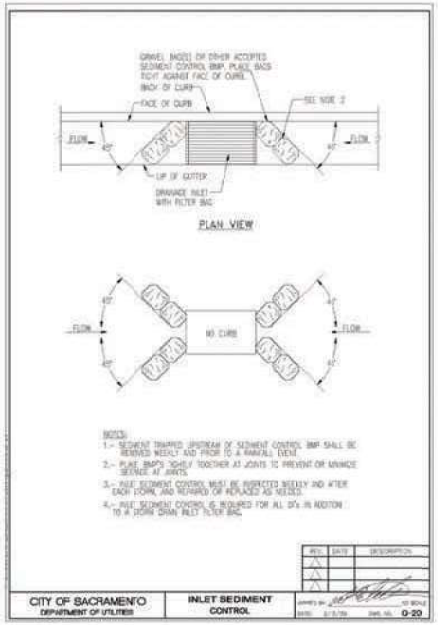
BUILDING TYPE: RESTROOM BUILDING
PROJECT: BERTHA HENSCHEL PARK, SACRAMENTO, CA
SHEET: FD-3

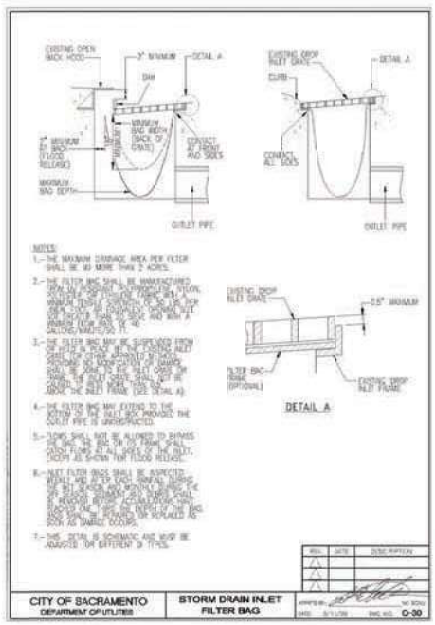
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE DRAWINGS PRESS

1 / L6 Restroom Pad Preparation Detail
Not to Scale

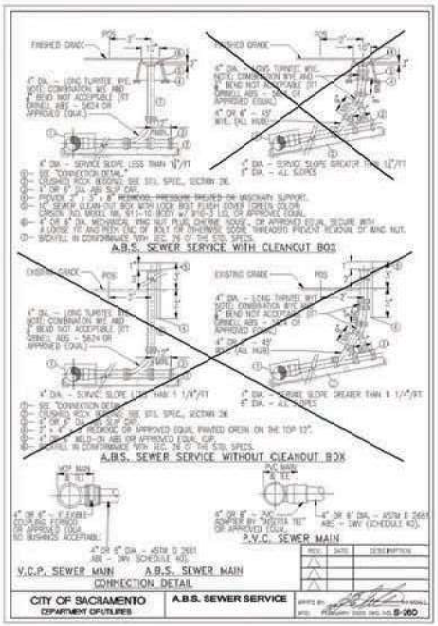
2 / L6 Restroom Subgrade/Pad Section
Not to Scale



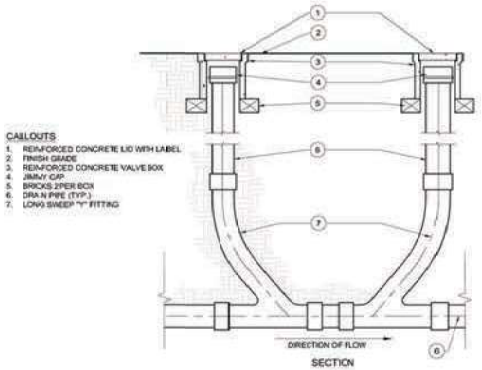
CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	INLET SEDIMENT CONTROL	APPD. BY:	NO SCALE	DWG. NO.: G-20



CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	STORM DRAIN INLET FILTER BAG	APPD. BY:	NO SCALE	DWG. NO.: G-30



CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	A.B.S. SEWER SERVICE	APPD. BY:	NO SCALE	DWG. NO.: S-60



3 / L6 Inlet Sediment Control
Not to Scale

4 / L6 Drain Inlet Protection
Not to Scale

5 / L6 AES Sewer Service
Not to Scale

6 / L6 2-Way Sewer Cleanout
Not to Scale

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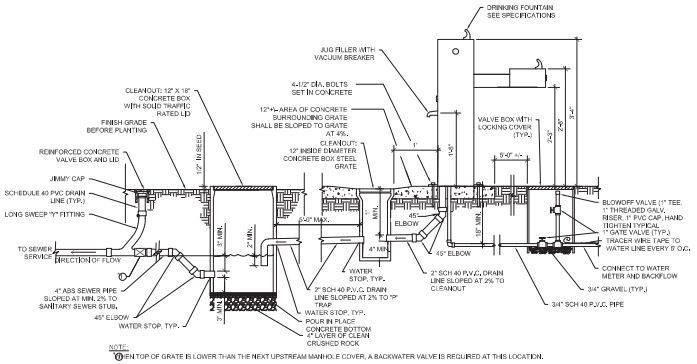
City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Services
915 I Street, 3rd Floor, Sacramento, Ca 95814

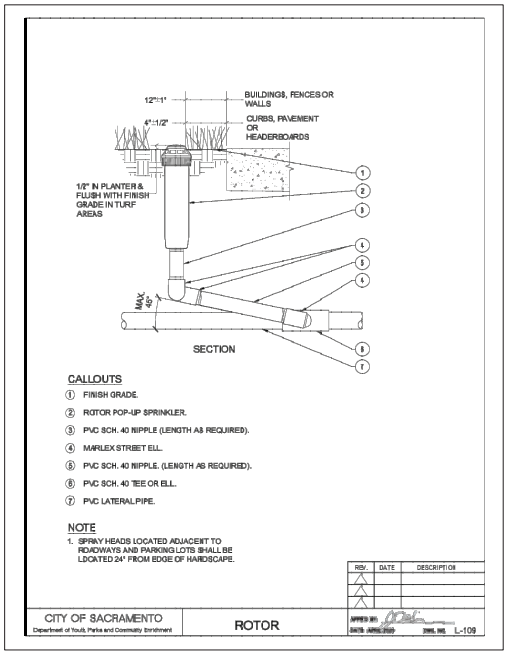
Bertha Henschel Park
Restroom Improvements
CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT: D. DAY
DESIGN BY/DRAWN BY: D. DAY
CAD FILE:
DATE: APR 6, 3 2026
SCALE: AS SHOWN
P. N.: L19109508
REVISIONS:

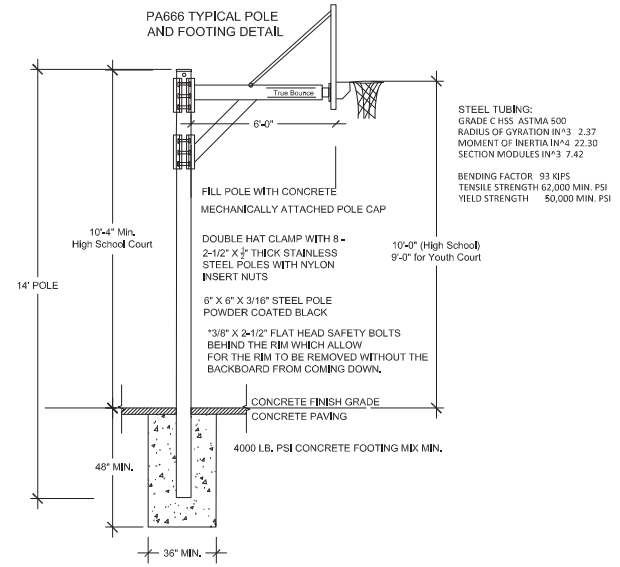
SHEET NO.
L6 of 23



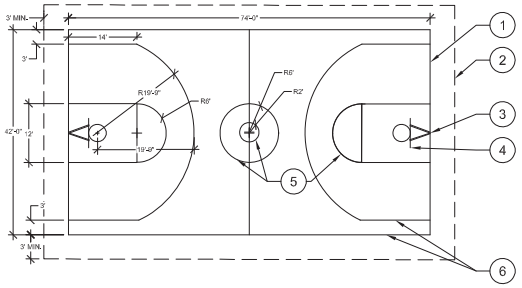
1 L7 Drinking Fountain
Not to Scale



2 L7 Rotor
Not to Scale



3 L7 Basketball Posts/Backboard
Not to Scale



PLAN VIEW

CALLOUTS

1. WHITE, 2" WIDE PAINTED LINES
2. EDGE OF PAVEMENT & MINIMUM CLEARANCE.
3. BASKETBALL STANDARD.
4. 72" WIDE BACKBOARD.
5. MEASUREMENT TO OUTSIDE OF LINES
6. MEASUREMENT TO INSIDE OF LINES

4 L7 Youth Basketball Striping
Not to Scale

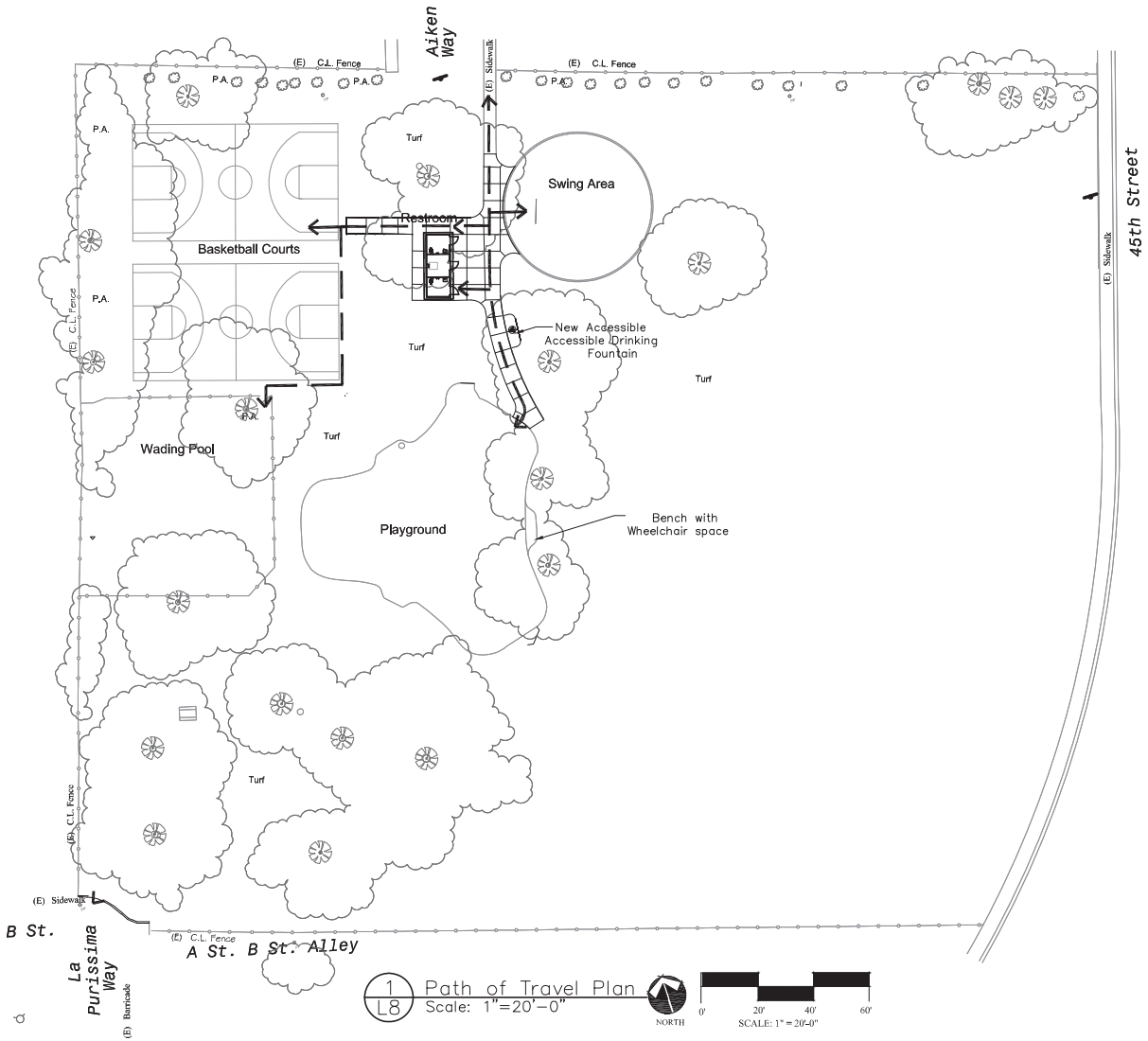
811 Know what's below. Call before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements
CONSTRUCTION DETAILS

LANDSCAPE ARCHITECT
D. DAY
DESIGN BY/DRAWN BY
D. DAY
CAD FILE
DATE SEPT. 12, 2025
SCALE AS SHOWN
P.N. L19109500
REVISIONS

SHEET NO.
L7 of 23



1 / L8 Path of Travel Plan
Scale: 1"=20'-0"

NORTH

0' 20' 40' 60'
SCALE: 1" = 20'-0"

Path of Travel Notes

1. ← — Path of Travel
2. The City of Sacramento Community Development Dept. (CDC) will not be inspecting the accessibility route and parking spaces, refer to Appendix A of the Building Division manual. The City of Sacramento, Public Works Dept. (PW) construction inspector is responsible for the accessible route, accessible parking and other site items.
3. Path of Travel (P.O.T.) as indicated is a barrier free access without any abrupt vertical changes exceeding ¼" at 1:2 Maximum slope, except that level changes so not exceed ½" vertical (11B-303 & 11B-403.4) P.O.T. is a Minimum 48" wide (11B-403.5.1EX3) barrier-free route with slip -esistant surface. The running slope shall be 5% max. In the direction of traffic flow and the cross slope shall not be steeper that 1:48(11B-403.3)."At least one accessible route within boundary of the site shall be provided from the public way, accessible parking, and accessible restrooms, to area of work (baseball field 1).
4. **Design Professional in General Responsible Charge Statement:** The POT identified in these construction documents meets the requirements of the current applicable California Building Code (CBC) accessible provisions for path of travel requirements for alterations, additional and structural repairs. As part of the design of this projects, the POT was examined and any elements, components or portions of the POT that were determined to be noncompliant with the CBC have been identified and the corrective work necessary to bring them into compliance has been included within the scope of this project's work through details, drawings and specifications, incorporated into these construction documents. Any noncompliant elements, components or portion of the POT that will not be corrected by this projects based on valuation threshold limitation or a finding of unreasonable hardship are indicated in these construction documents.
5. During construction, if POT items within the scope of the project represented as CBC compliant are found to be nonconforming beyond reasonable construction tolerances, the items shall be brought into compliance with the CBC as a part of this projects by means of a construction change document.
6. The new restroom building is a prefabricated restroom and it will be permitted and inspected by the California Department of Housing and Community Development. This includes all the accessible improvements in the interior and exterior of the restroom.

811 Know what's below. Call before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Services
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom Improvements
PATH OF TRAVEL PLAN

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
D. DAY

CAD FILE

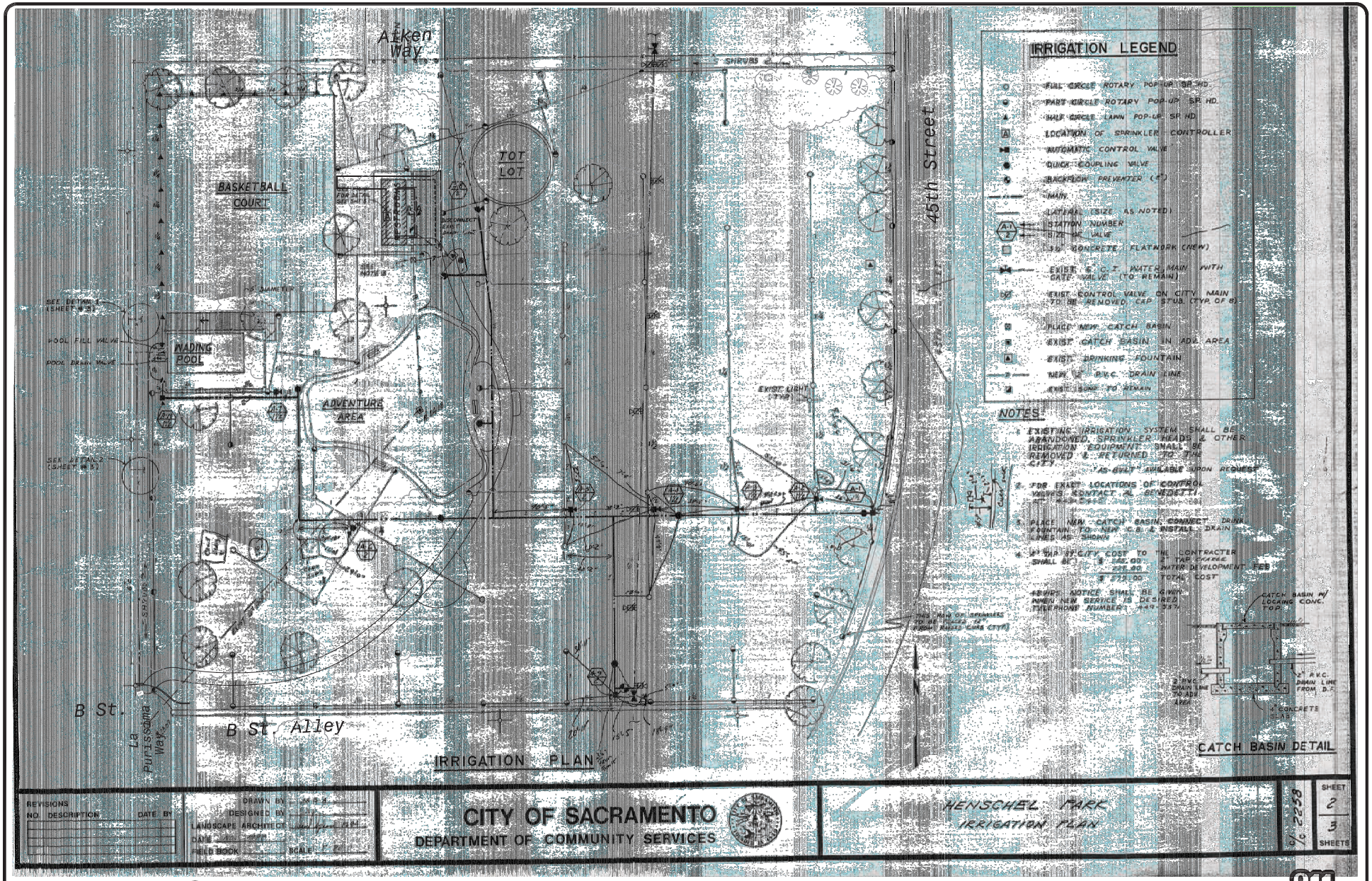
DATE APRIL 3, 2026

SCALE AS SHOWN

P. N. L19109500

REVISIONS

SHEET NO.
L8 of 23



REVISIONS
NO. DESCRIPTION DATE BY

DRAWN BY
DESIGNED BY
LANDSCAPE ARCHITECT
DATE
FIELD BOOK
SCALE

CITY OF SACRAMENTO
DEPARTMENT OF COMMUNITY SERVICES

HENSCHEL PARK
IRRIGATION PLAN

I.D. 2253

SHEET 2 OF 3 SHEETS

1 / L4 Layout Plan
Scale: 1"=20'-0"

0' 20' 40' 60'
SCALE: 1" = 20'-0" NORTH

811 Know what's below. Call before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements
AS-BUILT IRRIGATION PLAN

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
D. DAY

CAD FILE

DATE Aug. 25, 2025

SCALE AS SHOWN

P.N. L19109500

REVISIONS

SHEET NO.
L9 of 23

DEMOLITION NOTES

DEMOLITION DRAWINGS ARE BASED ON CASUAL FIELD OBSERVATION AND EXISTING RECORD DOCUMENTS. REPORT DISCREPANCIES TO ARCHITECT BEFORE DISTURBING EXISTING INSTALLATION.

DISCONNECT ELECTRICAL SYSTEMS IN WALLS, FLOORS AND CEILINGS SCHEDULED FOR REMOVAL.

PROVIDE TEMPORARY WIRING CONNECTIONS, AND EQUIPMENT SUPPORTS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION.

REMOVE, RELOCATE, AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION.

REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK.

DISCONNECT ABANDONED CIRCUITS, OUTLETS AND REMOVE CIRCUIT DEVICES, WIRE AND CABLE. REMOVE ABANDONED BOXES, OUTLETS IF RACEWAY, WIRE AND CABLE SERVICING THEM IS ABANDONED AND REMOVED. PROVIDE BLANK COVER FOR ABANDONED BOXES WHICH ARE NOT REMOVED.

ENSURE ACCESS TO EXISTING BOXES, WIRING CONNECTIONS AND OTHER INSTALLATIONS WHICH ARE TO REMAIN ACTIVE AND WHICH REQUIRE ACCESS. MODIFY INSTALLATION OR PROVIDE ACCESS PANEL AS APPROPRIATE.

CODE REFERENCES

THE CONTRACTOR(S) SHALL COMPLY WITH ALL APPLICABLE LAWS AND BUILDING CODES GOVERNING THIS PROJECT. SUCH COMPLIANCE WILL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC) - PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

2022 CALIFORNIA BUILDING CODE (CBC) - PART 2, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

2022 CALIFORNIA ELECTRICAL CODE (CEC) - PART 3, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

2022 CALIFORNIA MECHANICAL CODE (CMC) - PART 4, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

2022 CALIFORNIA PLUMBING CODE (CPC) - PART 5, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

2022 CALIFORNIA FIRE CODE (CFC) - PART 9, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

NOTE: ELECTRICAL EQUIPMENT SHALL BE DE-ENERGIZED DURING ELECTRICAL INSPECTION

GENERAL NOTES

THE CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS BEFORE BIDDING.

COORDINATE SEQUENCE OF WORK WITH OWNER. MAKE ALL NECESSARY CONNECTIONS AS REQUIRED TO MAINTAIN POWER DURING THE STAGES OF WORK.

EXISTING DEVICES SHOWN WERE TAKEN FROM EXISTING DRAWINGS (NOT "AS BUILT" DRAWINGS) AND LIMITED SITE SURVEYS AND MAY NOT BE EXACTLY AS SHOWN. CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS PRIOR TO BIDDING.

REFER TO THOSE DRAWINGS SHOWING OTHER WORK, AND COORDINATE PLACEMENT OF WORK WITH THAT OF OTHER TRADES. REPORT ANY CONFLICT TO ARCHITECT PRIOR TO INSTALLING WORK, ADJUST WORK AS DIRECTED BY ARCHITECT.

CORE DRILL EXISTING WALLS AND FLOORS AS REQUIRED TO FACILITATE CONDUIT INSTALLATION, SEAL ALL PENETRATIONS WATER AND SMOKE TIGHT AND IN CONFORMANCE WITH CBC SECTION 714.1 AND C.E.C. 300.21. FIRE STOP MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE HCAI FIRE MARSHAL. NO REBAR SHALL BE CUT DURING CORE DRILL OPERATION.

ALL EQUIPMENT INSTALLED OR CONNECTED BY THE CONTRACTOR SHALL BE LABELED OR CERTIFIED FOR ITS USE BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

NO PIPING, DUCTS, EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES SHALL BE IN THE DEDICATED SPACE FOR SWITCHBOARD(S), PANELBOARD(S), AND/OR MOTOR CONTROL CENTER(S) PER CEC 110.26(F).

UNLESS OTHERWISE INDICATED, ALL 20 AMP 120 OR 277 VOLT BRANCH CIRCUITS SHALL HAVE DEDICATED NEUTRALS. DO NOT SHARE NEUTRALS.

CONTRACTOR SHALL COMPLETE PANEL CIRCUIT DIRECTORY, IDENTIFYING CIRCUIT SPECIFIC PURPOSE, LOCATION AND ROOM NUMBERS.

STANDARD ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
X	NON FUSED DISCONNECT SWITCH. NUMBER ADJACENT INDICATES AMPERE RATING OF SWITCH.
MS	MOTOR STARTER WITH BUILT IN OVERLOAD PROTECTION FURNISHED BY MECH. TRADE. INSTALL & CONNECT AS REQUIRED.
	MOTOR, N.I.E.S., CONNECT AS REQUIRED.
	20 AMP 125V 3W DUPLEX CONVENIENCE RECEPTACLE, MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX WITH GROUND FAULT INTERRUPTER.
	JUNCTION BOX, SIZE AND TYPE AS INDICATED OR REQUIRED.
(E)	EXISTING.
(N)	NEW.
(D)	DEMOLISH.
XX	NUMBERED NOTE.
	RACEWAY INSTALLED IN CEILING OR WALL. ROUTE EXPOSED IN ALL UNFINISHED AREAS.
	EXISTING CONDUIT RUN TO BE ABANDONED. CONDUIT ABOVE THE FLOOR AND BELOW THE STRUCTURE ABOVE SHALL BE REMOVED.
	EXISTING CONDUIT RUN, VERIFY ROUTING ON THE JOB.
	REMOVE (E) WIRE PULL NEW WIRES, #12 AWG UNLESS NOTED.
	ARROW AT END OF RACEWAY INDICATES HOME RUN TO RESPECTIVE PANELBOARD OR SWITCHBOARD.
	BRANCH CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A 2 #12 AWG CIRCUIT WITH 1 #12 AWG GROUND.
	STRAIGHT CROSS-LINES IN BRANCH CIRCUIT RACEWAY INDICATE NUMBER OF #12 AWG WIRES IN A CIRCUIT. SHORT LINES INDICATE UNGROUNDED CONDUCTORS. LONG LINES INDICATE NEUTRAL CONDUCTORS. WIRES SHOWN ARE IN ADDITION TO 1 #12 AWG GROUNDING CONDUCTOR.
#10	BRANCH CIRCUIT WITH GROUNDING WIRE LARGER THAN #12 AWG. NUMBER ADJACENT TO CURVED CROSS-LINE INDICATES WIRE SIZE.

SHEET INDEX

SHEET	DESCRIPTION
E0.0	SYMBOL, LEGEND, DRAWING INDEX AND NOTES
E1.0	OVERALL SITE PLAN - ELECTRICAL
E2.0	ENLARGED FLOOR PLAN - DEMO, NEW - ELECTRICAL
E4.0	PARTIAL ONE-LINE DIAGRAM & PANEL SCHEDULES
E5.0	ELECTRICAL DETAILS

CURTIS COSTELLA
No. E 022534
Exp. 12/31/26
ELECTRICAL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

ECOM ENGINEERING
1455 Response Road, Suite 140
Sacramento, CA. 95815
916.641.5600
916.641.1640 Fax
www.ecomeng.com

JOB NO. T121.00 PH. C.C
DESIGNERS C.C
DRAWN BY ECOM

811 Know what's **below.** **Call** before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements

SYMBOL LEGEND, DRAWING INDEX AND NOTES

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
ECOM

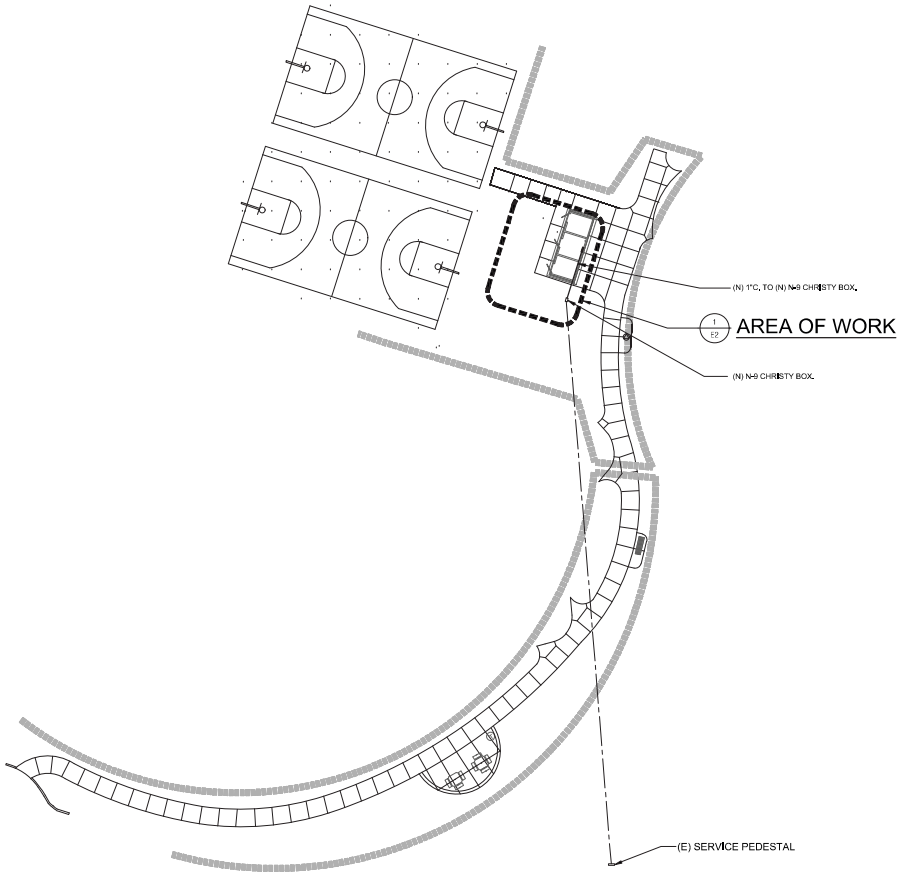
DATE MAY-2025

SCALE AS SHOWN

P. N. L19109500

REVISIONS

SHEET NO.
E0.0 of



1 **OVERALL SITE PLAN - ELECTRICAL**
SCALE: 1"=20'-0"

NORTH

CURTIS COSTELLA
No. E 022634
Exp. 12/31/26
ELECTRICAL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

ECOM ENGINEERING
1455 Response Road, Suite 140
Sacramento, CA. 95815
916.641.5600
916.641.1640 FAX
www.ecomeng.com

JOB NO. T121.00 PM. C.C
DESIGNERS C.C
DRAWN BY ECOM

811 Know what's **below.** **Call** before you dig.

City of SACRAMENTO
Youth, Parks, & Community Enrichment
Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements

OVERALL SITE PLAN - ELECTRICAL

LANDSCAPE ARCHITECT
D. DAY

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ECOM

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REVISIONS

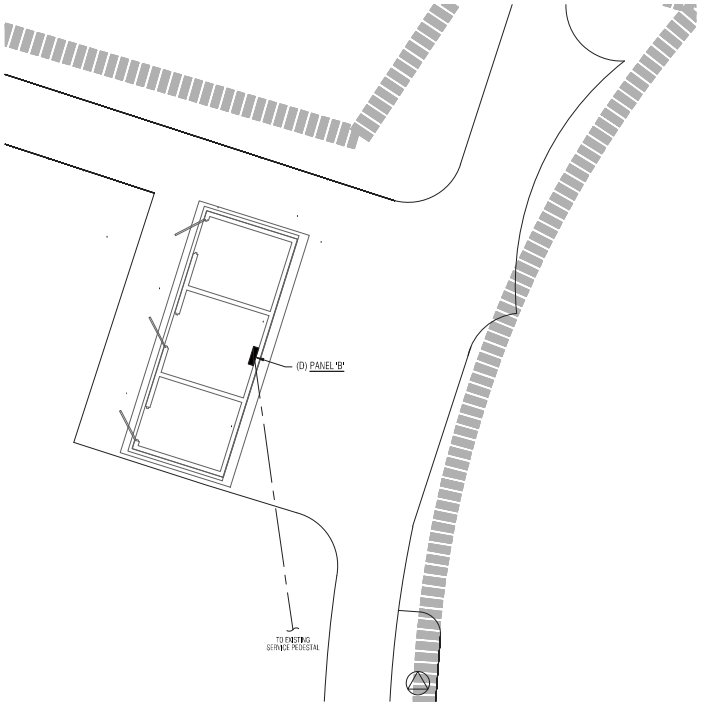
SHEET NO.
E1.0 of

SHEET NOTES

1. TYPICAL UNLESS OTHERWISE NOTED, EXISTING RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE EXISTING TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
2. TYPICAL UNLESS OTHERWISE NOTED, EXISTING RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED, INCLUDING OUTLET BOX, CONDUIT AND WIRE.

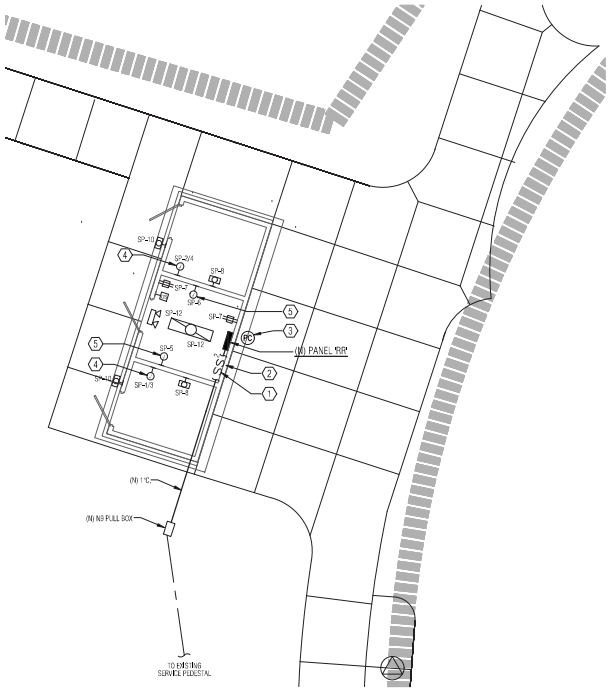
NUMBERED NOTES

1. SWITCH TO CONTROL INTERIOR LIGHTS.
2. SWITCH TO CONTROL EXTERIOR LIGHTS.
3. RECESSED PHOTO CELL ON CAP BEAM.
4. JUNCTION BOX FOR WATER HEATER, 240V
5. JUNCTION BOX FOR HAND DRYER, 120V



1 RESTROOM REMODEL - DEMO ELECTRICAL

SCALE: 3/16"=1'-0"



1 RESTROOM REMODEL - NEW ELECTRICAL

SCALE: 3/16"=1'-0"

CURTIS COSTELLA
No. E 022534
Exp. 12/31/26
ELECTRICAL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

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916.641.1640 FAX
www.ecomeng.com

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DESIGNERS C.C
DRAWN BY ECOM

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Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements

ENLARGED FLOOR PLAN - DEMO, NEW - ELECTRICAL

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
ECOM

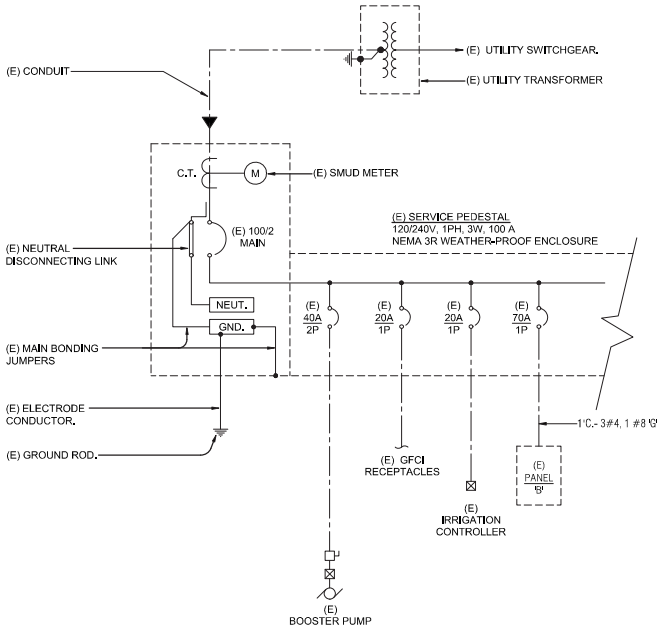
DATE MAY-2025

SCALE AS SHOWN

P. N. L19109500

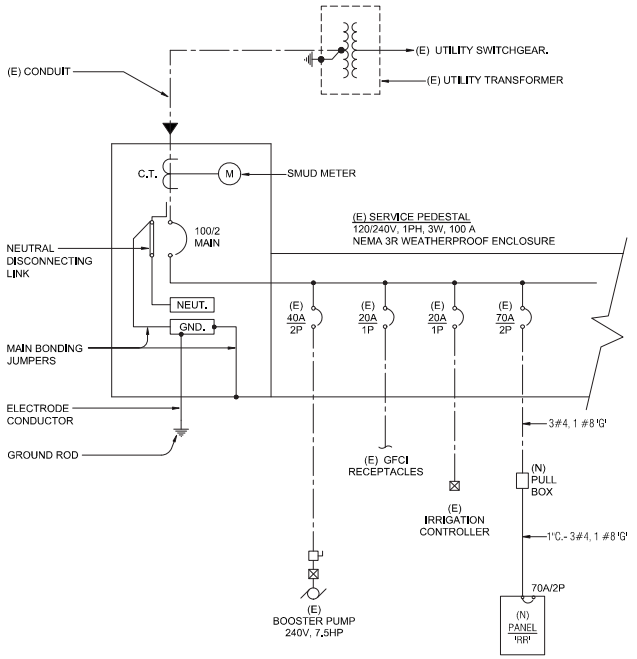
REVISIONS

SHEET NO.
E2.0 of



1 PARTIAL ONE-LINE DIAGRAM - DEMO

NO SCALE



2 PARTIAL ONE-LINE DIAGRAM - NEW

NO SCALE

PROJECT: BERTHA HENSCHEL PARK

LOCATION: SERVICE PEDESTAL

NEW

PANEL - 'RR'

LOAD DESCRIPTION	KVA LOAD CONT.	KVA LOAD RECP.	KVA LOAD MOTOR	KVA LOAD NON.	C. B. TRIP	C. B. POLE	#	A	B	#	C. B. TRIP	C. B. POLE	KVA LOAD CONT.	KVA LOAD RECP.	KVA LOAD MOTOR	KVA LOAD NON.	LOAD DESCRIPTION	
1 WATER HEATER – RR–1				1.65	20	2	1	*		2	20	2				1.65	WATER HEATER – RR–2	2
---				1.65		---			*			---				1.65		---
5 HAND DRYER – RR–1			0.84		20	1	5	*		6	20	1			0.84		HAND DRYER – RR–2	6
7 GFCI RECEPT. BED		1.50			20	1	7		*	8	20	1	0.30				LIGHTS – RESTROOMS	9
9 WATER PRESSURE BOOSTER			1.22		20	1	9	*		10	20	1	0.30				LIGHTS – EXTERIOR	10
11 ELECTROMAGNETIC DOOR LOCKS	0.12				20	1	11		*	12	20	1	0.30				LIGHT – MECHANICAL ROOM	12
13 SPACE							13	*		14							SPACE	14
15 SPACE							15		*	16							SPACE	16
17 SPACE							17	*		18							SPACE	18
TOTALS ---------->	0.12	1.50	2.06	3.30									0.90		0.84	3.30	<---------- TOTALS	

LOAD SUMMATION

	CONNECT LOAD (KVA)		DEMAND FACTOR		DEMAND LOAD (KVA)	
AIC:	1.02	x	125% OF LOAD	=	1.28	<-- CONTINUOUS
SERIES=	1.50	x	CEC DEMAND	=	1.50	<-- RECEPTACLES
MOUNTING:	2.90	x	1.00	=	2.90	<-- MOTORS+25% LARGEST
SURFACE	6.60	x	1.00	=	6.60	<-- NONCONTINUOUS
BUSSING:	-----				-----	
100 AMP BUSING	12.02 KVA		50.08 Amps		12.28 KVA	51.15 Amps
MAIN:						
70 AMP MAIN BRKR.						

VOLTAGE: 120/240V, 1 PH, 3W

ecom1.xls 07/09/25

ADDITIONAL FEATURES:

CEC DEMAND: 1st 10 kVA AT 100%, REMAINING AT 50%

ENTER THE LARGEST MOTOR SIZE (KVA)!!!!

* SERIES RATED FOR AVAILABLE FAULT

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JOB NO. T121.00 PM. C.C

DESIGNERS C.C

DRAWN BY ECOM

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Park Planning & Development Serives
915 I Street, 3rd Floor, Sacramento, Ca 95814

Bertha Henschel Park Restroom & Basketball Court Improvements

PARTIAL ONE-LINE DIAGRAM & PANEL SCHEDULES

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
ECOM

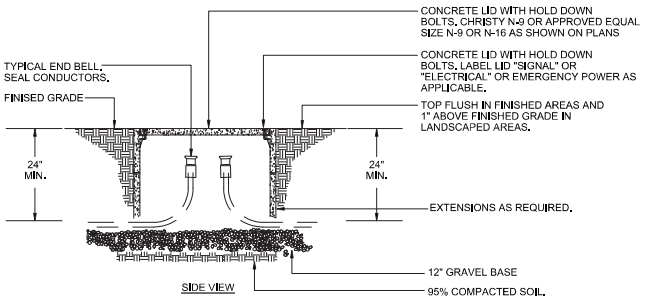
DATE MAY-2025

SCALE AS SHOWN

P. N. L19109500

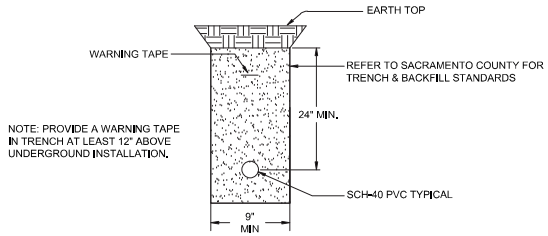
REVISIONS

SHEET NO.
E4.0 of



1 PULL BOX DETAIL

NOT AT SCALE



2 UNDERGROUND CONDUIT TRENCH DETAIL

NO SCALE

CURTIS COSTELLA
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Bertha Henschel Park Restroom & Basketball Court Improvements

ELECTRICAL DETAILS

LANDSCAPE ARCHITECT
D. DAY

DESIGN BY/DRAWN BY
ECOM

DATE MAY-2025

SCALE AS SHOWN

P. N. L19109500

REVISIONS

SHEET NO.
E5.0 of

Approved By Commercial
Approved By: Commercial Effective
MM-DM-4/28/2025 8:45
Interlab Interlab-478
Plan Approval: 9-22595
Approval Date: 2026-03-12
Expiration Date: 2027-05-14
Without Foundation - Site Work
Only
117 W. 30th Street
Erie, PA, 16508

Restroom Building
BERTHA HENSCHEL PARK
Sacramento, CA

CODE COMPLIANCE

APPLICABLE CODES:
- 2025 CALIFORNIA BUILDING CODE
- 2025 CALIFORNIA PLUMBING CODE
- 2025 CALIFORNIA ELECTRICAL CODE
- 2025 CALIFORNIA GREEN CODE
- 2025 CALIFORNIA ENERGY CODE
- ADA TITLE II (28 CFR PART 35) & 2010 ADAS APPLICABLE TO STATE & LOCAL GOVERNMENT SERVICES, PROGRAMS & ACTIVITIES

OCCUPANCY & USE: U (WITH ACCESSIBILITY PROVISIONS FOR RESTROOMS)
NONSEPERATED
MIXED USE PER 508.3

TYPE OF CONSTRUCTION: V-B

FIRE SPRINKLERS: NO

HEIGHT & STORIES:
BUILDING HEIGHT 11'-10" (40'-0" ALLOWED)
NUMBER OF STORIES 1 STORY (1 STORY ALLOWED)

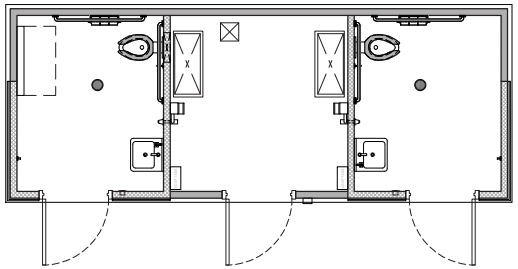
BUILDING AREA: 196 s.f.

CLIMATE ZONE: 12

PRC JOB NUMBER: 13038

BUILDING MODEL NUMBER: PS-022

NUMBER OF BUILDING MODS: 1



Utility Location

NOTE: FINAL LOCATIONS OF P.O.C. TO BE COORDINATED WITH P.R.C. AND TO BE CONFIRMED ON SITE . UTILITY BOXES TO BE PROVIDED BY OTHERS.

GENERAL NOTES

- THE STRUCTURAL DESIGN DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION SHOWN ON THE FLOOR PLAN OF THESE DRAWINGS.
- LOCATION OF THIS BUILDING SHALL MEET REQUIRED PROPERTY CODE SETBACKS PER LOCAL JURISDICTION.
- ACCESSIBILITY TO THIS STRUCTURE SHALL BE IN CONFORMANCE WITH LOCAL CODE INCLUDING ALL PATHWAYS, RAMPS AND PATHS OF TRAVEL FROM PARKING TO THE BUILDING.
- SOIL BEARING REQUIREMENT IS 1500 PSF, SUB GRADE COMPACTION AT 90%. SITE BUILDING PAD PREPARATION BY OTHERS.
- ALL DIMENSIONS HEREIN ARE NOMINAL AND SUBJECT TO CHANGE AS LONG AS THEY DO NOT VIOLATE CODE.
- THIS BUILDING IS NOT DESIGNED TO BE HEATED OR COOLED FOR OCCUPANT COMFORT AND DOES NOT CONFORM WITH TITLE 24 MINIMUM INSULATION REQUIREMENTS.
- THIS BUILDING **IS NOT** LOCATED IN A WUI (WILDLAND URBAN INTERFACE) FIRE AREA AS DEFINED BY ORANGE COUNTY FIRE AUTHORITY AND CONFORMS WITH REQUIREMENTS FOR ROOFING AND EXTERIOR COVERINGS.
- ALL WORK REQUIRED TO BE COMPLETED ON SITE SUBJECT TO LOCAL REVIEW, APPROVAL AND INSPECTION BY LOCAL AHJ. OWNER / GENERAL CONTRACTOR RESPONSIBLE FOR ALL INSPECTIONS INCLUDING ANY & ALL SPECIAL INSPECTIONS AS APPLICABLE.
  a. SITE CONCRETE FOUNDATION (IF APPLICABLE)
  b. COMPACTED BUILDING PAD
  c. UNDER SLAB UTILITY PIPING (SEE NOTE)
  d. ELECTRICAL CONNECTION
  e. WATER SUPPLY CONNECTION
  f. SEWER (DWV) CONNECTION
  g. CONCRETE WALKWAY COMPLIANT WITH PATH OF TRAVEL FROM ACCESSIBLE PARKING

  NOTE: PUBLIC RESTROOM COMPANY WILL ONLY FURNISH AND INSTALL UNDERGROUND UTILITIES (UNDER SLAB) EXTENDING 6 FEET (MAX.) BEYOND THE BUILDING LINE. MIN. OF 24" - MAX. OF 36" BELOW GRADE - U.N.O. ALL UTILITY BOXES TO BE PROVIDED BY OTHERS.
- SITE INSTALLATION DETAILS ARE NOTED ON SHEETS S-1 FOR STRUCTURAL CONNECTIONS, A-2 FOR WEATHERIZATION FINISH, P-1 FOR PLUMBING CONNECTIONS & E-1 FOR ELECTRICAL CONNECTIONS IN ACCORDANCE w/ SECTION 4368.
  a. SERVICE HOOKUPS (PLUMBING AND ELECTRICAL CONNECTIONS).
  b. PATCH AND FINISH AT CRANE PICK LOCATIONS AS NEEDED.
  c. INSTALL AND CONNECT PLUMBING DRAIN TRAPS ASSEMBLIES.

PROJECT INFORMATION

SITE ADDRESS: **BERTHA HENSCHEL PARK** - 160 45th Street, Sacramento, CA 95819

PROJECT OWNER:
CITY OF SACRAMENTO
915 I Street
Sacramento, CA 95814
CONTACT: Dennis Day
POSITION: S.R. Landscape Architect
PHONE: (916) 808-7633
E-MAIL: DDay@cityofsacramento.org

STRUCTURAL ENGINEER:
R & S TAVARES ASSOCIATES
16855 Via Del Campo Ct., Suite 200
San Diego, CA 92127
CONTACT: Mariana Cardoso
POSITION: Controller
PHONE: (858) 444-3344
EMAIL: mariana@rstavares.com

DESIGNER / CERTIFIED MANUFACTURER:
PUBLIC RESTROOM COMPANY
2587 Business Parkway
Minden, NV 89423
CONTACT: Chad Kaufman
PHONE: (888) 888-2060
FAX: (888) 888-1448
E-MAIL: chad@publicrestroomcompany.com

DRAWING INDEX

SHEETS		PM PLAN REVIEW - 06/03/2025	PRC PLAN REVIEW - 07/15/2025	STRUCTURAL REVIEW - 07/18/2025	CONSTRUCTION DOCUMENTS - 07/29/2025	STRUCTURAL RE-REVIEW - 02/24/2026	CONSTRUCTION DOCUMENTS - 03/10/2026	
T-1	TITLE SHEET	●	●	●	●	●	●	
AC	ACCESSIBILITY COMPLIANCE	●	●		●		●	
A-1	FLOOR PLAN, STRUCTURAL DESIGN & SCHEDULES	●	●	●	●	●	●	
A-1.1	BUILDING SECTIONS & ROOF FRAMING PLAN	●	●	●	●	●	●	
A-2	EXTERIOR ELEVATIONS & FINISH SCHEDULE	●	●	●	●	●	●	
A-3	INTERIOR ELEVATIONS & SCHEDULES	●	●		●		●	
P-1	PLUMBING PLAN WATER PIPING, SCHEDULES & DETAILS	●	●		●		●	
E-1	ELECTRICAL PLAN & SCHEDULES	●	●		●		●	
S-1	CONCRETE SLAB & STEEL PERIMETER PLAN & DETAILS	●	●	●	●	●	●	

DESIGN LOADS

STRUCTURAL DESIGN CRITERIA

GRAVITY LOADS		SEISMIC	
FLOOR LIVE	100 psf	SEISMIC DESIGN CATEGORY	D
FLOOR DEAD	100 psf	SITE CLASS	DE
ROOF LIVE	20 psf	IMPORTANCE FACTOR	1.00
ROOF DEAD	10 psf	RISK CATEGORY	II
EXTERIOR WALL DEAD	50 psf	MAPPED ACCELERATIONS S_{MS}	1.07
		S_{M1}	0.81
SNOW		SPECTRAL RESPONSE	
GROUND SNOW, P_g	0 psf	S_{DS}	1.0
FLAT-ROOF SNOW, P_f	0 psf	S_{D1}	0.54
IMPORTANCE FACTOR, I_s	1.00	SEISMIC FORCE RESISTING SYSTEM	A7
EXPOSURE FACTOR, C_e	1.00	DESIGN BASE SHEAR	0.2W
THERMAL FACTOR, C_t	1.10	RESPONSE MODIFICATION FACTOR	5.0
		ANALYSIS PROCEDURE	ASCE7-22
WIND			
WIND SPEED, Vult	94 mph		
EXPOSURE CATEGORY	C	FLOOD	
RISK CATEGORY	II	BUILDING SHALL NOT BE LOCATED, IN WHOLE OR IN PART, IN A FLOOD HAZARD AREA AS ESTABLISHED BY THE AUTHORITY HAVING JURISDICTION UNLESS SET ON A FOUNDATION DESIGNED IN ACCORDANCE WITH ASCE/SEI 25. THE FLOOD RESISTANT FOUNDATION SHALL BE DESIGNED BY A REGISTERED DESIGN PROFESSIONAL AND CONSTRUCTED TO RESIST ALL FLOOD LOADS WITHOUT TRANSFERRING LOADS TO THE MODULAR STRUCTURE.	
INTERNAL PRESSURE, Gcpi	+/- 0.18		
MEAN ROOF HEIGHT	15 Ft		
BUILDING SHALL NOT BE PLACED ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT			

COMPONENTS & CLADDING WIND LOADS (ASD)

COMPONENT	END ZONE (psf)	INTERIOR ZONE (psf)
WINDOWS & SIDING	+15.5 / -15.5	+12.6 / -12.6
DOORS	+15.5 / -15.5	+12.6 / -12.6
ROOF CLADDING	+5.2 0 / -52.0	+16.5 / -16.5
ROOF OVERHANGS	+31.2 / -31.2	+26.3 / -26.3

STRUCTURAL ONLY
This certification is for structural design only. It is the owner's and contractor's responsibility to ensure compliance including but not to be limited to site plan, fire / exit egress, and egress and is unassociated & above.

PATRICK M. FAY
REGISTERED PROFESSIONAL ENGINEER
No.80484
EXP: 06.30.2026
CIVIL
STATE OF CALIFORNIA

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSCHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER:
City of Sacramento
Sacramento, CA

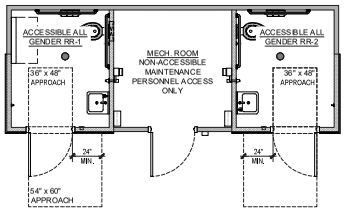
PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
TITLE SHEET

Drawn by:	DF
Checked by:	MM
Current Date:	03/10/2026
Start Date:	05/27/2025
Job No.	13038
	T-1

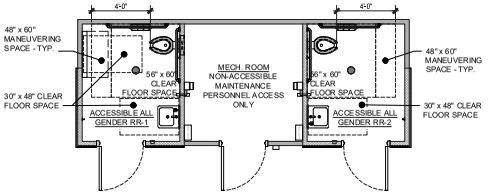
DO NOT SCALE - DIMENSIONS PRESIDE

Approved for Commercial
Approved by: State of California
Int DSA KEM 2027408
Interest Interim ATE
Plan Approval: 1-2-2201
Plan Approval Date: 2027-01-15
Expiration Date: 2027-01-15
Without Foundation / Slab Mod
Approved
S S B 2.7 Travel
Orlando, FL 32819



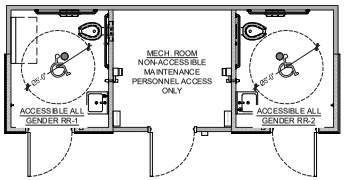
DOOR APPROACH

SCALE: 1/4"=1'-0"



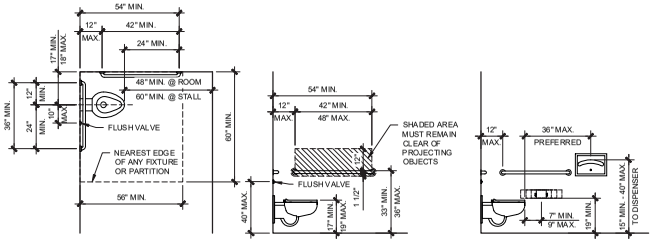
FIXTURE APPROACH

SCALE: 1/4"=1'-0"



TURNING SPACE

SCALE: 1/4"=1'-0"



HC TOILET/GRAB BAR ELEVATION

ACCESSORIES ELEVATION

NOTE:
- SPACE BETWEEN GRAB BAR AND WALL TO BE 1 1/2" CLEAR
- GRAB BAR DIAMETER TO BE 1 1/4" to 1 1/2"
- GRAB BAR MUST BE ABLE TO SUPPORT 250lb POINT LOAD AND NOT ROTATE WITHIN THE FITTINGS

NOTE: NOT ALL ACCESSORIES MAY PERTAIN TO THIS PROJECT. ITEMS SHOWN ARE FOR REFERENCE ONLY.

	CODE SUMMARY HEIGHT A.F.F. / LOC	PUBLIC RESTROOM COMPANY STANDARDS*
GRAB BARS	33" MIN. / 36" MAX. TO TOP	34" TO TOP
TOILET LOCATION	17" MIN. / 18" MAX. TO CENTERLINE	17 1/2" TO CENTERLINE
TOILET/SEAT HEIGHT	17" MIN. / 19" MAX.	18" TO TOP OF SEATING SURFACE
TOILET FLUSH VALVE	40" MAX., 10" TO WIDE SIDE	CENTERLINES TO BE 28" AFF AND 10" FROM CENTER OF WC
TP DISPENSER	DISPENSER OUTLET TO BE 19" MIN. AFF & CENTER LINE OF FIXTURE TO BE 7"-9" FROM FACE OF WATER CLOSET	8" FROM FRONT OF WATER CLOSET TO CENTER OF DISPENSER & 30" TO TOP OF FIXTURE

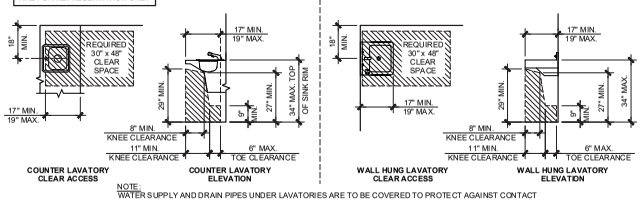
1 - TOILET DESIGN CRITERIA

2025 CBC ACCESSIBILITY STANDARDS

(SHOWING MINIMUMS AND MAXIMUMS)

* PUBLIC RESTROOM COMPANY STANDARDS ARE FOR PRODUCTION PERSONNEL TO BE USED AS A GUIDELINE TO ENSURE FIXTURES ARE INSTALLED WITHIN THE REQUIRED RANGES PER CODE, AND MAY NOT BE EXACT ONCE INSTALLED DUE TO FLOOR SLOPES, TOLERANCES, ETC.

NOTE:
NOT ALL ACCESSORIES PERTAIN TO THIS PROJECT. ITEMS SHOWN ARE FOR REPRESENTATION ONLY



COUNTER LAVATORY CLEAR ACCESS

COUNTER LAVATORY ELEVATION

WALL HUNG LAVATORY CLEAR ACCESS

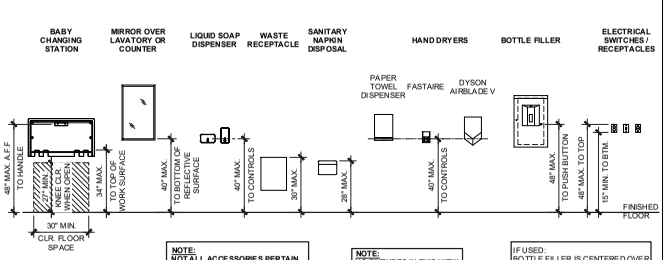
WALL HUNG LAVATORY ELEVATION

NOTE:
WATER SUPPLY AND DRAIN PIPES UNDER LAVATORIES ARE TO BE COVERED TO PROTECT AGAINST CONTACT

	CODE SUMMARY HEIGHT A.F.F. / LOC	PUBLIC RESTROOM COMPANY STANDARDS*
RIM HEIGHT (TOP OF LAV.)	34" MAX.	33" PREFERRED BUT MUST HAVE 29" KNEE SPACE MIN.
HEIGHT OF KNEE SPACE	29" MIN. AT FRONT APRON 27" MIN. AT 8" IN FROM FRONT	PER CODE
FRONT LAV TO TRAP	8" MIN.	PER CODE
TOE SPACE UNDER TRAP	9" MIN.	PER CODE
CONTROLS	DECK MOUNT AT 34" MAX.	33" PREFERRED
CLEAR SPACE	30" x 48"	PER CODE

2 - LAVATORY DESIGN CRITERIA

3 - NOT USED



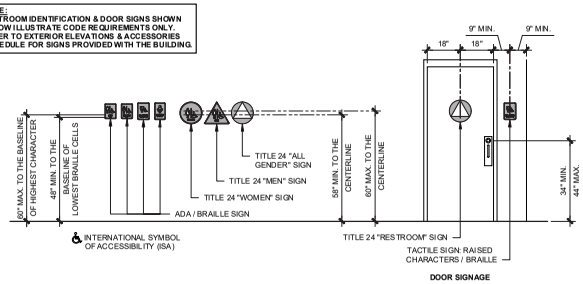
NOTE:
NOT ALL ACCESSORIES PERTAIN TO THIS PROJECT. ITEMS SHOWN ARE FOR REPRESENTATION ONLY

NOTE:
NO FIXTURES IN THIS VIEW PROTRUDE MORE THAN 4"

IF USED:
BOTTLE FILLER IS CENTERED OVER ACCESSIBLE DRINKING FOUNTAIN THAT IS < 20" DEEP

4 - MOUNTING HEIGHTS

NOTE:
RESTROOM IDENTIFICATION & DOOR SIGNS SHOWN BELOW ILLUSTRATE CODE REQUIREMENTS ONLY. REFER TO EXTERIOR ELEVATIONS & ACCESSORIES SCHEDULE FOR SIGNS PROVIDED WITH THE BUILDING.



DOOR SIGNAGE

5 - RESTROOM SIGNS AT DOORS AND GATES

6 - NOT USED

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2387 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
ACCESSIBILITY COMPLIANCE

Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		AC
Start Date:	05/27/2025		

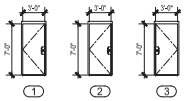
DO NOT SCALE - DIMENSIONS PRESIDE

DOOR & WINDOW SCHEDULE

NO.	ROOM NAME	SIZE	1 TYPE	2 FRAME TYPE	3 HINGE	4 LOCK	5.a CLOSER	5.b PULL PLATE EXTERIOR	5.b PUSH PLATE INTERIOR	5.c THRESH	5.d SWEEP	6 OTHER
1	ACCESSIBLE ALL GENDER RR-1	3'-0" x 7'-0"	1.a	2.a	3.a	4.a.1	YES	YES	YES	YES	NO	6.b, 6.c
2	MECH. ROOM	3'-0" x 7'-0"	1.a	2.a	3.a	4.a.1	NO	YES	YES	YES	YES	6.a, 6.c
3	ACCESSIBLE ALL GENDER RR-2	3'-0" x 7'-0"	1.a	2.a	3.a	4.a.1	YES	YES	YES	YES	NO	6.b, 6.c

SPECS:

1. **DOOR TYPE:**
   a) **14 GA. GALVANIZED HOLLOW METAL**
2. **FRAME TYPE:**
   a) **4 3/4" WIDE 14 GA. GALVANIZED HOLLOW METAL (WELDED)**
3. **HINGE:**
   a) **PEMKO KCFM-83" HD (OR EQ.) CONTINUOUS GEAR HINGE WITH STAINLESS STEEL VANDAL RESISTANT SCREWS.**
4. **LOCK:**
   a) **DEADBOLT: SCHLAGE B600 SERIES (626 FINISH) WITH TEMPORARY CONSTRUCTION FULL SIZE INTERCHANGEABLE CORE (FSIC)**
      1) **B660 - KEY EXT. SIDE & INT. ADA THUMB TURN LOCKS & UNLOCKS**
5. **HARDWARE:**
   a) **CLOSER: LCN 1460 (CUSH ARM)**
   b) **PUSH / PULL PLATES: ROCKWOOD VRT24C x 91CFC US32DMS WITH BLACK COOL COATING HANDLE**
   c) **THRESHOLD: PEMKO 270A (OR EQ.)**
   d) **SWEEP: NGP 200NA36 (OR EQ.)**
6. **OTHER:**
   a) **CHECK CHAIN: IVES CS115-25 (OR EQ.)**
   b) **MAGNETIC LOCKS: SECURITRON SAM SYSTEM WITH EMERGENCY EXIT BUTTON. SEE SHEET E-1 FOR SPECS.**
   c) **FULL LENGTH ASTRAGAL**



NOTES:
1. ELEVATIONS ARE SHOWN AS VIEWED FROM THE EXTERIOR.
2. DIMENSIONS ARE FOR DOORS ONLY, FRAMES ARE NOT INCLUDED.

STRUCTURAL DESIGN

COMPONENT	DESCRIPTION	SPECIFIC MATERIAL LIST	NOTES
SLAB			
PERIMETER FRAMEWORK	STRUCTURAL STEEL	L 6"x6"x5/16"	
REINFORCEMENT	REBAR MAT DESIGN	#4 MIN. GRADE 60 TOP: 8" O.C. EACH WAY - BOT: 16" O.C. EACH WAY	
CONCRETE	8" MAT DESIGN	DESIGN BASIS IS MIN. 2500 PSI	NOTE #1
REBAR CONNECTION TO CONCRETE SLAB	STARTER BARS CONNECTION TO CONCRETE SLAB SHALL BE WITH 2 PART EPOXY w/ 5" MIN. EMBED DEPTH	RED HEAD A7+ EPOXY (OR EQUAL)	USE OF ADHESIVE ANCHORAGE SYSTEM BY PROVISIONS OF CODE REPORT ESR-3903 AND MANUFACTURER RECOMMENDATIONS
WALLS			
FRAMING (EXT.)			
TO CAP BEAM	C.M.U. BLOCK	4 x 8 x 16 CONCRETE BLOCK. GROUT EVERY CELL w/ TYPE 'S' FINE GROUT. REINFORCING: HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) VERTICAL - #3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX.	USE TYPE 'S' FINE GROUT w/ A SLUMP OF 10"-11" FOR A "HIGH LIFT" GROUT POUR. GROUT POUR HEIGHT NOT TO EXCEED 12'-8"
CAP BEAM	STEEL	HSS 6 x 4 x 1/8 (ASTM A500 Grade B)	
ABOVE CAP BEAM	STEEL	1-1/2" 18 GA. METAL STUDS @ 16" O.C.	
FRAMING (INT.)			
TO CAP BEAM	C.M.U.BLOCK	4 x 8 x 16 CONCRETE BLOCK. GROUT EVERY CELL w/ TYPE 'S' FINE GROUT. REINFORCING: HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) VERTICAL - #3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX.	USE TYPE 'S' FINE GROUT w/ A SLUMP OF 10"-11" FOR A "HIGH LIFT" GROUT POUR. GROUT POUR HEIGHT NOT TO EXCEED 12'-8"
CAP BEAM	STEEL	HSS 6 x 4 x 1/8 (ASTM A500 Grade B)	
ABOVE CAP BEAM	STEEL	1-1/2" 18 GA. METAL STUDS @ 16" O.C.	
SHEATHING (ABOVE CAP BEAM)			
ALL FRAMED WALLS (EXT.)	METAL	7/16" SHEATHING BOTH SIDES	
ALL FRAMED WALLS (INT.)	METAL	7/16" SHEATHING BOTH SIDES	
ROOF			
PURLINS	STEEL	HSS 3 1/2 x 3 1/2 x 1/8 OR 7 x 5 1/2 x 3/16 (A1085 / A 500 Grade B)	
LOOKOUTS	STEEL	HSS 7 x 5 1/2 x 3/16 (A 1085 / A 500 Grade B)	
TRUSS TOP CHORD	STEEL	HSS 7 x 5 1/2 x 3/16 (A 1085 / A 500 Grade B)	
TRUSS POSTS	STEEL	HSS 2 1/2 x 2 1/2 x 1/8 (A1085 / A 500 Grade B)	
FASCIA	STEEL	HSS 5 x 2 x 1/8 (A1085 / A 500 Grade B)	
ROOFING	STEEL	24 ga. METAL ROOF PANELS	

NOTES:
1. INTEGRAL ADDITIVES FOR MOISTURE, STAINING & CORROSION RESISTANCE.
2. PAINT WALL SHEATHING FOR MOISTURE PROTECTION (MECHANICAL ROOM SIDE)

C.M.U. SHEAR WALL SCHEDULE

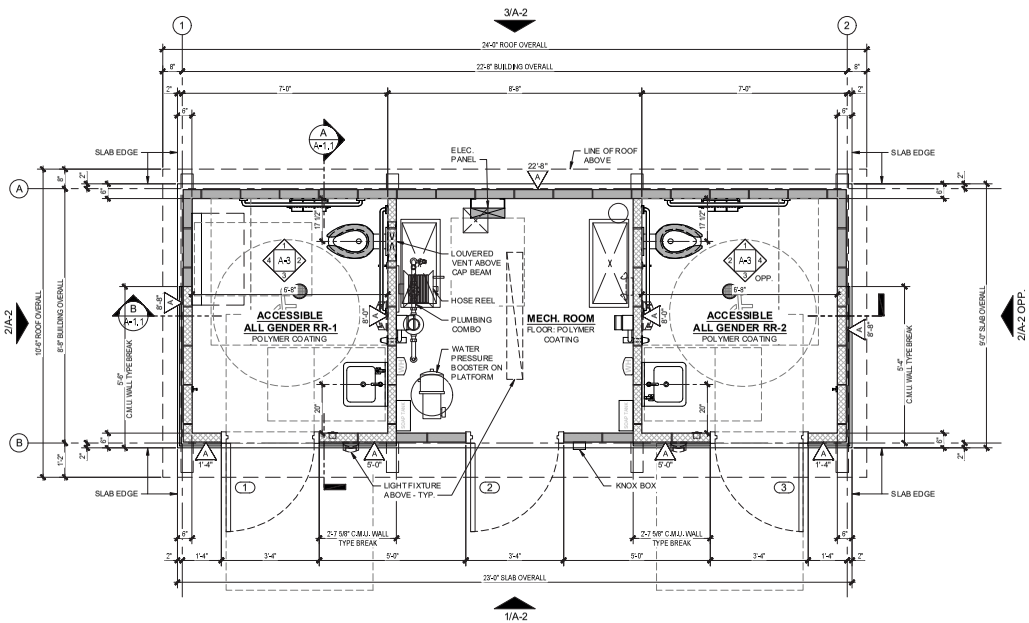
MARK	BLOCK	REINFORCEMENT	CAP BEAM
A	4 x 8 x 16 FULLY GROUTED	HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) VERTICAL - #3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX.	HSS 6 x 4 x 1/8

GENERAL SHEET NOTES:

1. SD SHEETS REFERENCED HERE IN CONTAIN PROPRIETARY INFORMATION AND THEREFORE ARE NOT AN INTEGRAL PART OF THE PLANS. SD SHEETS SHALL BE UTILIZED FOR ENGINEERING PURPOSES AND INTERNAL USE ONLY.
2. SEAL ALL ROOF & EXTERIOR WALL PENETRATIONS AIR TIGHT.
3. LOCATION OF ALL PLUMBING & ELECTRICAL COMPONENTS IN THE MECHANICAL ROOM ARE SUBJECT TO CHANGE AS LONG AS THEY DO NOT VIOLATE CODE. FINAL LOCATIONS TBD.

WALL LEGEND:

- 4" C.M.U. - SPLIT FACE
- 4" C.M.U. - PRECISION



1 / A-1 FLOOR PLAN
SCALE: 1/2"=1'-0"

STRUCTURAL ONLY

RSTR24075-01

REGISTERED PROFESSIONAL ENGINEER
BENJAMIN M. KAO & ASSOCIATES
No.60484
EXP: 06/30/2026
Civil
STATE OF CALIFORNIA
10/10/2025

Approved for Commercial
Approved by: State of California
NH OAA 4.04.030.1 KB
Interior Materials 4.10
Approval Date: 11/26-04-11
Expiration Date: 11/26-04-11
Without Prejudice to Site Work Approval

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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Building Better Places To Go.
2387 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

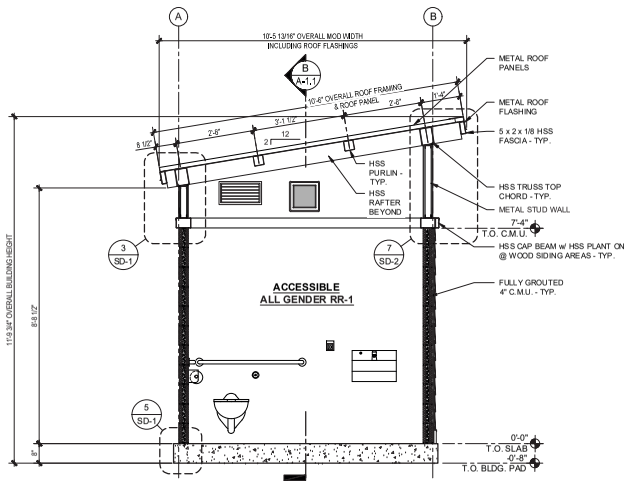
PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
FLOOR PLAN, STRUCTURAL DESIGN & SCHEDULES

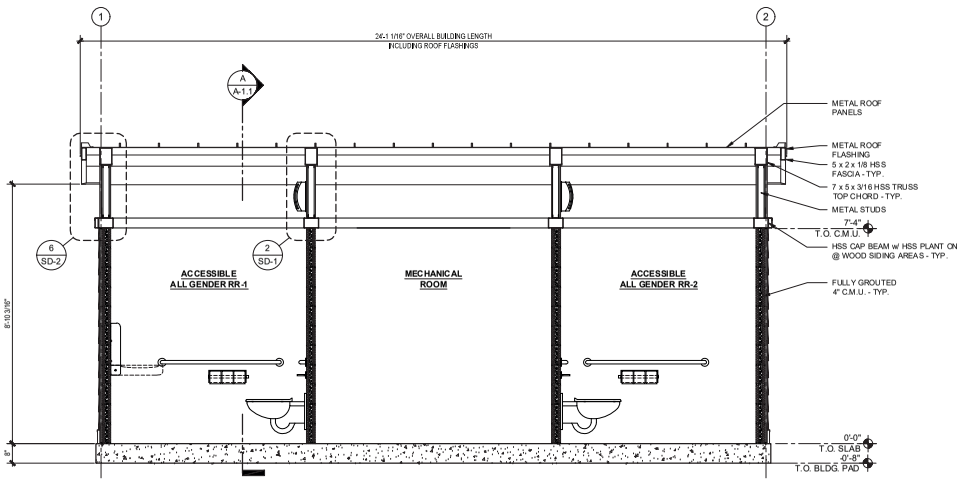
Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		A-1
Start Date:	05/27/2025		

DO NOT SCALE - DIMENSIONS PREVAIL



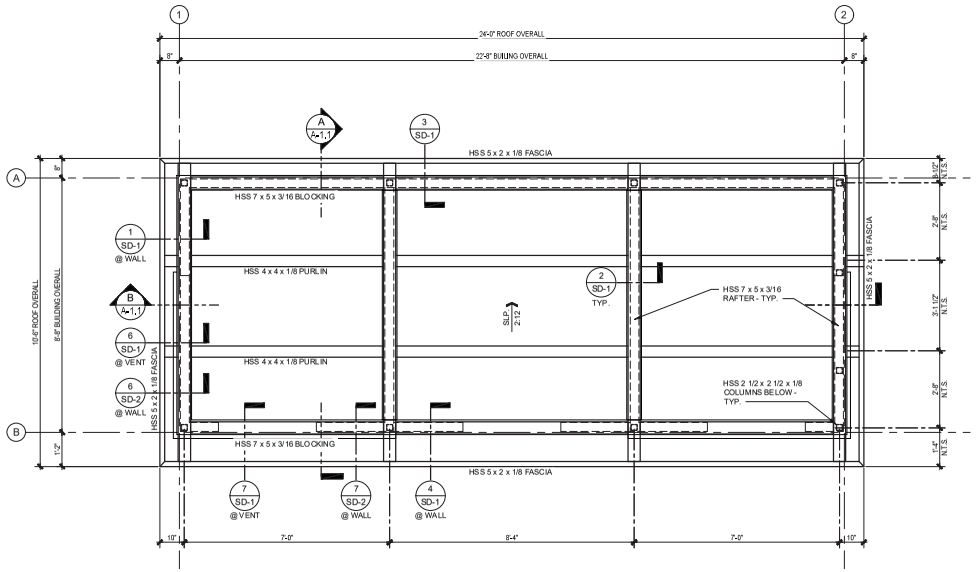
A A-1.1 BUILDING SECTION

SCALE: 1/2" = 1'-0"



B A-1.1 BUILDING SECTION

SCALE: 1/2" = 1'-0"



1 A-1.1 ROOF FRAMING PLAN

SCALE: 1/2" = 1'-0"

FASTENING SCHEDULE

METAL STUD FRAMED WALLS	
BOTTOM & TOP TRACKS TO HSS FRAMING	#12 SELF-TAPPING SCREWS @ 8" O.C.
STEEL STUDS TO TOP & BOTTOM TRACK	(2) #8 WAFER HEAD SCREWS (1 EACH SIDE)
INTERIOR WALLS SHEATHING (BOTH SIDES)	ITW #8 BUILDEX SCREWS @ 6" O.C. EDGE, 12" O.C. FIELD
EXTERIOR WALLS SHEATHING (BOTH SIDES)	ITW #8 BUILDEX SCREWS @ 6" O.C. EDGE, 12" O.C. FIELD
METAL ROOFING	
METAL ROOF PANELS TO PURLINS (4'-0" O.C. MAX.)	UL-90 CLIP w/ (2) #10x1" PANCAKE HEAD SCREWS

GENERAL SHEET NOTES:

1. SD SHEETS REFERENCED HEREIN CONTAIN PROPRIETARY INFORMATION AND THEREFORE ARE NOT AN INTEGRAL PART OF THE PLANS. SD SHEETS SHALL BE UTILIZED FOR ENGINEERING PURPOSES AND INTERNAL USE ONLY.

STRUCTURAL ONLY

R STR-24070-21

REGISTERED PROFESSIONAL ENGINEER
ROBERT M. TAYLOR
No. S04484
EXP. 06/30/2026
CIVIL
STATE OF CALIFORNIA
10-17-2025

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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2387 Business Pkwy, Minden, NV 89423
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PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
ROOF FRAMING PLAN & FASTENING SCHEDULE

Drawn by:	DF
Checked by:	MM
Current Date:	03/10/2026
Start Date:	05/27/2025
Job No.	13038

A-1.1

DO NOT SCALE - DIMENSIONS PREVAIL

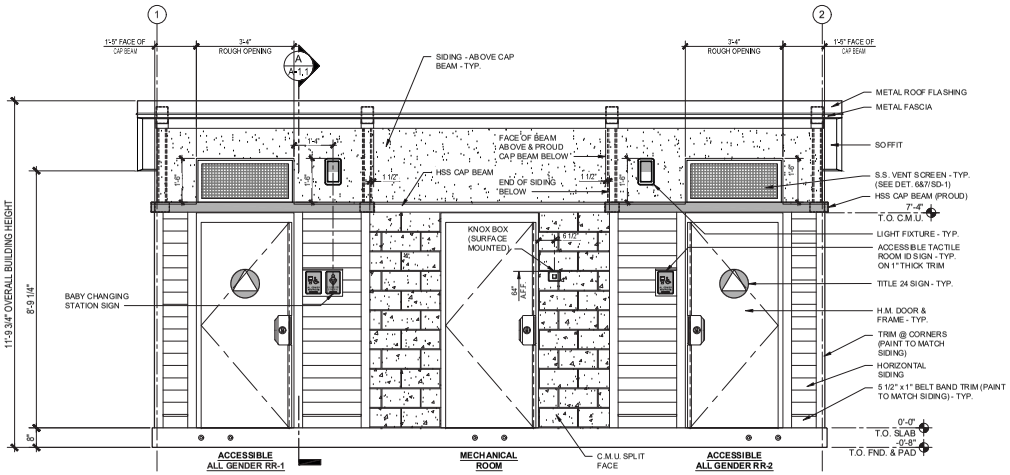
CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

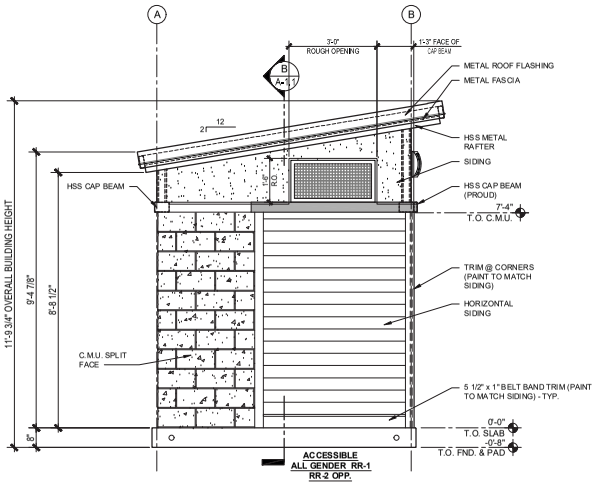
EXTERIOR FINISH SCHEDULE

TYPE	DESCRIPTION	FINISH	BRAND / COLOR	NOTES
WALLS				
C.M.U. TO CAP BEAM	C.M.U. - SPLIT FACE	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG1085-4	2 COATS BLOCK FILLER, 2 COATS FINISH - SEMI-GLOSS
HORIZONTAL SIDING	F.R.C. LAP SIDING (5" EXPOSURE) w/ 3 1/2" x 1" F.R.C. TRIM	PAINTED	PITTSBURGH PITT-TECH / CHOCOLATE TRUFFLE PPG15-13	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
CAP BEAM	STEEL	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG1085-4	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
CAP BEAM (PROUD)	STEEL	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG 1085-4	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
ABOVE CAP BEAM				
SIDING	APPLIED STUCCO o/ F.R.C. - SMOOTH PATTERN	PAINTED	PITTSBURGH PITT-TECH / DELICATE WHITE PPG15-13	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
VENT FRAMES	3/4" F.R.C. TRIM w/ 1 1/2" x 1 1/2" 1/8" STEEL ANGLE BAR	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG 1085-4	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
VENT SCREENS	STAINLESS STEEL WIRE MESH (1" x 1" x 3/16")	NATURAL	-	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
DOORS, FRAMES & WINDOWS				
DOORS & FRAMES	HOLLOW METAL	PAINTED	PITTSBURGH PITT-TECH / PLUNGE POOL PPG1029-7	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS

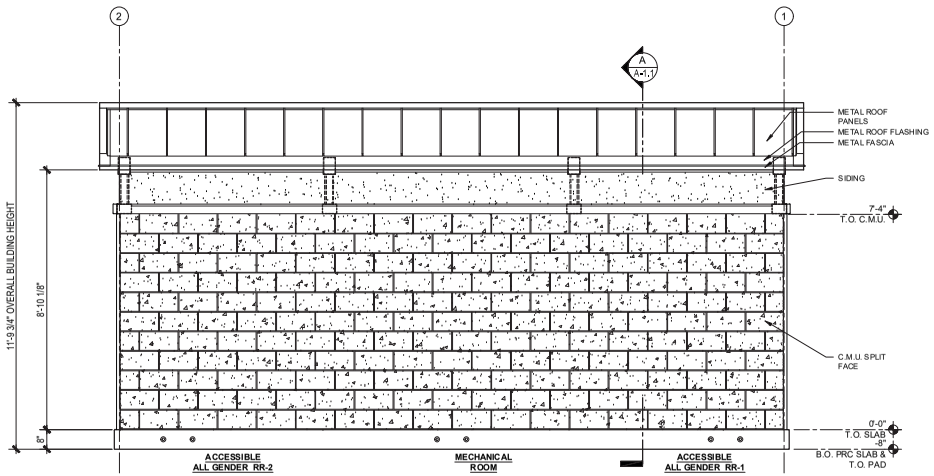
TYPE	DESCRIPTION	FINISH	BRAND / COLOR	NOTES
ROOF				
ROOFING	24 GA. 16" STRIATED STANDING SEAM METAL ROOF PANELS	PREFINISHED	METAL SALES - "VERTICAL SEAM" / FELT GREEN W66	OVER ICE & WATER SHIELD HT
ROOF FLASHINGS	24 GA. METAL	PREFINISHED	METAL SALES - "VERTICAL SEAM" / FELT GREEN W66	-
SOFFITS	UNDERSIDE OF METAL ROOFING	PREFINISHED	METAL SALES / WHITE	-
	STEEL ROOF MEMBERS	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG1085-4	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
FASCIA	METAL	PAINTED	PITTSBURGH PITT-TECH / BEST BEIGE PPG1085-4	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
				1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
OTHER				
MISC. FLASHINGS	METAL OVER CAP BEAM	PAINTED	PITTSBURGH PITT-TECH / MATCH ADJACENT COLOR	



1 A-2 EXTERIOR ELEVATION
SCALE: 1/2" = 1'-0"



2 A-2 EXTERIOR ELEVATION
SCALE: 1/2" = 1'-0"



3 A-2 EXTERIOR ELEVATION
SCALE: 1/2" = 1'-0"

STRUCTURAL ONLY

Approved for Commercial
Approved by: State of California
MAY CONTAIN EXCEPTIONS
Initial Review A-R:
Approved Date: 2/2/2026
Approved Date: 2/2/2026
Expiration Date: 2/2/2026
Without Footer or Site Work

PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
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No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
EXTERIOR ELEVATIONS & FINISH SCHEDULE

Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		A-2
Start Date:	05/27/2025		

DO NOT SCALE - DIMENSIONS PRESIDE

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

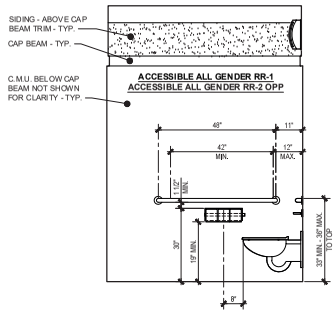
RESTROOM ACCESSORIES & SPECIALTIES

MOUNT WITH VANDAL RESISTANT SS SCREWS

ACCESSORIES	QTY.	SIZE / STYLE	MANUF. / ITEM #	PRC#	FINISH / COLOR / STYLE	NOTES
GRAB BAR	2	42"	BOBRICK B-6806-42 (OR EQ.)	H1118	STAINLESS STEEL	MOUNT 33" MIN. - 36" MAX. A.F.F. TO TOP
GRAB BAR	2	48"	BOBRICK B-6806-48 (OR EQ.)	H1119	STAINLESS STEEL	MOUNT 33" MIN. - 36" MAX. A.F.F. TO TOP
TOILET PAPER HOLDER	2	VANDAL RESISTANT 3-ROLL	ROYCE ROLLS TP-3	H1152	STAINLESS STEEL	MOUNT 30" A.F.F. TO TOP
BABY CHANGING STATION (@ RR-1 ONLY)	1	SURFACE MOUNTED	FOUNDATIONS 200-EH-01	H1108	STAINLESS STEEL / GRAY POLY	MOUNT 34" MAX. TO TOP OF WORK SURFACE
HAND DRYER	2	THRU WALL	FASTAIRE HD 03S	L1415	CAST ALUMINUM	MOUNT 40" MAX. A.F.F. TO CONTROL
UTILITY HOOK	2	SURFACE MOUNTED	BOBRICK B-670 (OR EQ)	H1143	STAINLESS STEEL	MOUNT 48 MAX. A.F.F. TO TOP OF HOOK
SOAP DISPENSER	2	THRU WALL VALVE	ASI #0353	H1421	POLISHED CHROME	MOUNT @ LAVATORY BACK SPLASH
SOAP DISPENSER TANK	2	RESERVOIR SOAP TANK	PROPRIETARY	H1420	STAINLESS STEEL	MOUNT IN MECHANICAL ROOM
LOUVERED VENT	1	16"x8"	SUNVENT #157FL	C1000	ALUMINUM / NATURAL	RR / MECH. ROOM WALL - INVERT LOUVER BLADES
SIGN - ACCESSIBLE PICTOGRAM "BLANK"	2	12" CIRCLE / TRIANGLE	SIGN ELEMENTS	H1306	ALUMINUM ON BLUE	MOUNT 59" A.F.F. TO CENTER - SEE SHEET A-2
SIGN - TACTILE ROOM ID ACCESSIBLE "ALL GENDER"	2	RECTANGULAR	SIGN ELEMENTS	H1315	ALUMINUM BLUE	MOUNT 60" A.F.F. TO CENTER - SEE SHEET A-2
SIGN - "BABY CHANGING STATION"	1	RECTANGULAR	SIGN ELEMENTS	H1320	ALUMINUM BLUE	TOP TO MATCH ADJACENT SIGN HEIGHT - SEE SHEET A-2
KNOX BOX	1	SURFACE MOUNT	KNOX BOX / MODEL #3266	-	DARK BRONZE	MOUNT 64" A.F.F. TO TOP - TAMPER ALERT OPTION

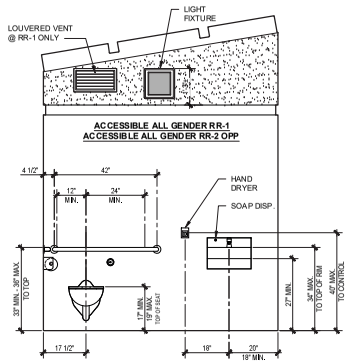
INTERIOR FINISH SCHEDULE

COMPONENT	DESCRIPTION	FINISH	BRAND / COLOR	NOTES
FLOOR				
RESTROOMS & MECH. ROOM	CONCRETE	POLYMER COATING	CROWN POLYMERS / GRAY	SKID RESISTANT COLOR CHIPS: TAN BLEND A1434 (#B22-2102)
WALLS				
RESTROOMS	C.M.U. - PRECISION	BLOCK FILLER / PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	2 COATS BLOCK FILLER, 2 COATS FINISH / SEMI-GLOSS
CAP BEAM & ROOF BEAMS	STEEL	PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS
ABOVE CAP BEAM	F.R.C. TEXTURED PATTERN	PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS
MECH. ROOM	C.M.U. - PRECISION	BLOCK FILLER / PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT BLOCK FILLER, 1 COAT FINISH / SEMI-GLOSS
CAP BEAM	STEEL	PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS
ABOVE CAP BEAM	WOOD SHEATHING	PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS
CEILING				
ALL ROOMS	EXPOSED STEEL FRAMING	PAINTED	PITTSBURGH PITT-TECH / PURE WHITE	1 COAT PRIMER, 2 COATS FINISH / SEMI-GLOSS
	EXPOSED METAL ROOFING	PREFINISHED UNDERSIDE	METAL SALES - WHITE	-



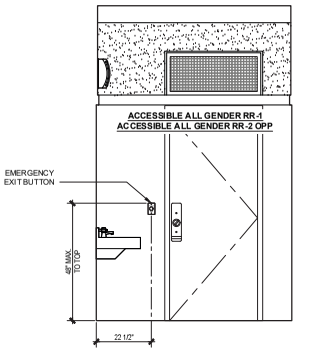
1 A-3 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"



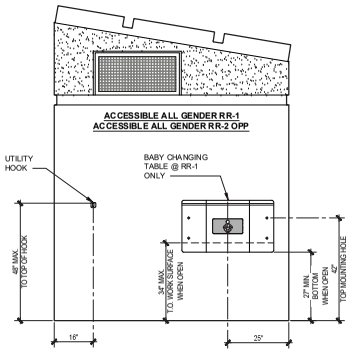
2 A-3 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"



3 A-3 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"



4 A-3 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

Approved for Commercial Approved to Install in California MH 044 4060 SHAB Intertek Bilderbeck ATI Portal approval: 5-22339 Approval Date: 2026-01-23 Expiration Date: 2027-01-23 Wind Foundation Site Wind Zone 4 LINE 13" thick Orlando, FL 32819

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
INTERIOR ELEVATIONS & SCHEDULES

Drawn by:	DF
Checked by:	MM
Current Date:	03/10/2026
Start Date:	05/27/2025

Job No. 13038

A-3

DO NOT SCALE - DIMENSIONS PRESIDE

PLUMBING COMPONENTS SCHEDULE

QTY.	COMPONENT	DESCRIPTION	PRC #
2	WATER CLOSET - Stainless Steel, Wall Mount	ACORN 1675-W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS	K1299
2	TOILET SEAT - Heavy Duty, Elongated, Open Front	BEMIS 1955SSCT 047 - BLACK	K1323
2	WATER CLOSET FLUSH VALVE - Lever	ZURN Z6143AV-HET-BL-BG	K1521.5
2	LAVATORY - Stainless Steel, Wall Mount, Rear Access	ACORN 1652-LRB-1-DMS-03-M-316SS	K1099
2	LAVATORY FAUCET - Chrome, Metered, Tempered	CHICAGO #333-E2805-765PSHAB	K1604.5
2	FLOOR DRAIN - 2"	ZURN Z451-ZZN-HP2-6B-P13 (1/2")	K1701
2	TRAP PRIMER	PROFLO #PFTPR500	K1705
2	HOSE BIBB - Interior, Mech. Room	ACORN #8121-LF	K1575
1	HOSE REEL - Interior	STRONGWAY #46434 (OR EQ.)	K1595.5
1	HOSE - Interior, Heavy Duty	TEKNOR APEX 5/8" x 100' #8617-100 (OR EQ.)	K1596.7
2	WATER HEATER - Electric, Tankless	STIEBEL DHC 3-2 CLASSIC	L13 18.5
2	THERMOSTATIC VALVE - Mixing Valve	ACORN MODEL #ST70-12	K 1615
1	EXPANSION TANK - 2 GALLONS	PROFLO #PFX T5 (OR EQ.)	K 1690
1	WATER PRESSURE BOOSTER w/ TANK - 20 GAL.	AMTROL #RP-15HP (OR EQ.) - 115V	K1687.5
1	PRESSURE GAUGE - 100 psi.	PROFLO PFXPG100K (FOR DOWNSTREAM)	K 1689
2	PRESSURE GAUGE - 200 psi.	PROFLO PFXPG200K (FOR UPSTREAM)	K1689.5
1	BACKFLOW PREVENTER - Double Check Valve	WATTS LF007M2-QT-FZ - 1 1/2"	K1569.9
1	PRESSURE REDUCING VALVE - 1 1/2"	WATTS LF25AUB-Z3	K 1559
1	WATER FILTER - 1 1/2"	KEYSTONE CG10	K1591/92/94
1	BALL VALVE - 1 1/2"	NIBCO S-FP600A-LF	K 1566
1	CHECK VALVE	NIBCO 1 1/2" CHECK VALVE	K1568.7
1	HAMMER ARRESTOR	FNWX10PG	K 1590
1	VENT CAP	JAY R SMITH 1748	K 1582
1	CURB STOP - 1 1/2"	MUELLER (OR EQ.)	K 1585

PIPE SCHEDULE

TYPE OF SERVICE		PIPE MATERIAL: PEX-PIPE	TYPE "L" COPPER	TYPE "K" COPPER	SCHED. 40 PVC WATER	CAST IRON "NO HUB"	SCHED. 40 PVC DWV	SCHED. 40 ABS DWV
WATER	ABOVE GROUND		✓					
	BELOW GROUND			✓				
SANITARY DRAINAGE	ABOVE GROUND						✓	
	BELOW GROUND							✓
SANITARY VENT	ABOVE GROUND						✓	
	ABOVE ROOF					✓		

NOTES:

MAX. FLOW AND WATER CONSUMPTION:

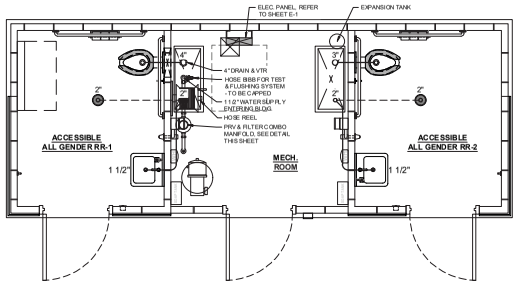
- WATER CLOSET FLUSH VALVE SHALL NOT EXCEED 1.6 gpf.
- LAVATORY METERING FAUCETS SHALL NOT EXCEED 0.25 gal. PER CYCLE.

LEGEND:

WASTE PIPE - ABOVE GROUND

FLOOR DRAIN WASTE PIPE - IN SLAB

(S) BY OTHERS - UTILITY BOX MARKED "SEWER" WITHIN 6 FT. OF BUILDING (FINAL LOCATION TBD) WASTE STUB & CLEAN OUT IN BOX



3 P-1 PLUMBING PLAN - WASTE

SCALE: 3/8"=1'-0"

LEGEND:

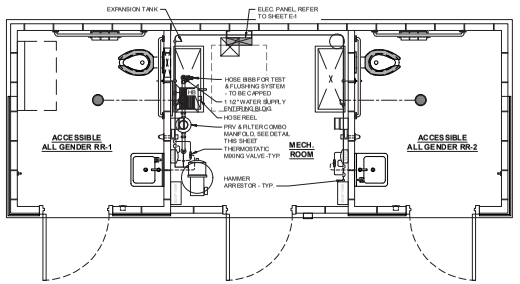
COLD WATER LINE - SIZE AS INDICATED ON ISOMETRIC

1/2" HOT WATER LINE - INSULATE HARD LINES

1/2" FLEXIBLE TEMPERED WATER LINE

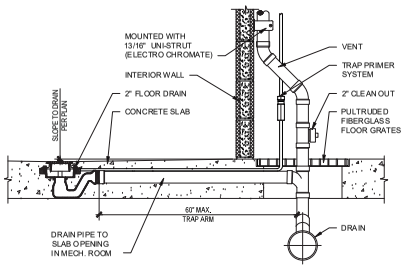
1/2" PEX TRAP PRIMER LINE - IN SLAB

(W) BY OTHERS - UTILITY BOX MARKED "WATER" WITHIN 6 FT. OF BUILDING (FINAL LOCATION TBD) SHUT-OFF VALVE IN BOX

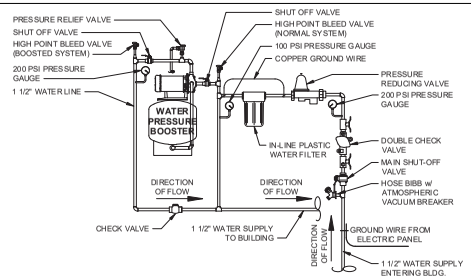


1 P-1 PLUMBING PLAN - WATER SUPPLY

SCALE: 3/8"=1'-0"



FLOOR DRAIN DETAIL



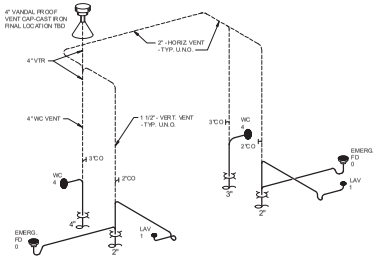
1 1/2" PRV & FILTER COMBO MANIFOLD w/ WATER PRESSURE BOOSTER

LEGEND:

CO = CLEAN OUT

VENT PIPE

WASTE PIPE



WASTE AND VENT PIPING:

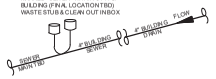
- FIXTURE UNITS ____ 10.0
- SIZE OF BUILDING FLOOR DRAINS ____ 2"
- SIZE OF BUILDING SEWER ____ 4"
- AGGREGATE VENT AREA ____ 12.06 SQ. IN.
- SIZE OF SEWER MAIN ____ 4"

D.W.V. - ABOVE GROUND

D.W.V. - BELOW GROUND

GENERAL NOTES:

- LOCATION / CONFIGURATION OF ALL PLUMBING COMPONENTS, AND PIPING IN THE MECH. ROOM ARE SUBJECT TO CHANGE AS LONG AS THEY DO NOT VIOLATE CODE, FINAL LOCATIONS TBD.
- CONTINUATION OF SEWER MAIN TO BE DONE ON SITE BY OTHERS.
- SLOPE ALL D.W.V. PIPING 1/4" PER FOOT.



4 P-1 WASTE & VENT PIPING ISOMETRIC

SCALE: NOT TO SCALE

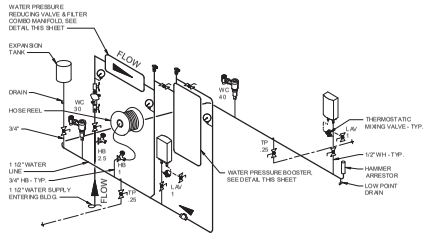
LEGEND:

COLD WATER LINE - SIZE AS INDICATED

1/2" HOT WATER LINE - INSULATE HARD LINES

1/2" FLEXIBLE TEMPERED WATER LINE

1/2" PEX TRAP PRIMER LINE - IN SLAB



WATER PIPING:

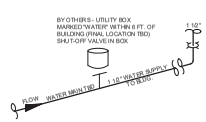
- FIXTURE UNITS ____ 76.0
- BUILDING DEVELOPED LENGTH ____ 43'-9"
- BUILDING REQUIRED PRESSURE ____ 46 to 60 psi
- BUILDING WATER SUPPLY SIZE ____ 1 1/2"
- WATER MAIN SIZE TO BUILDING ____ 1 1/2"
- TOTAL DEVELOPED LENGTH ____ 48'-9"
- SITE WATER PRESSURE ____ 60 psi
- METER SIZE ____ 1 1/2"
- DISTANCE TO METER ____ 5'-0"

WATER LINE - ABOVE GROUND

WATER LINE - BELOW GROUND

GENERAL NOTES:

- ALL P-TRAPS ABOVE FLOOR SHALL BE INSULATED AGAINST FREEZING
- LOCATION / CONFIGURATION OF ALL PLUMBING COMPONENTS, AND PIPING IN THE MECH. ROOM ARE SUBJECT TO CHANGE AS LONG AS THEY DO NOT VIOLATE CODE, FINAL LOCATIONS TBD.
- HAMMER ARRESTORS INSTALLED TO CODE
- CONTINUATION OF WATER MAIN TO BE DONE ON SITE BY OTHERS
- SLOPE ALL WATER PIPING TO LOW POINT DRAIN DRAINS FOR WINTERIZATION.
- WATER HEATER SHALL BE ANCHORED OR STRAPPED PER CODE.



2 P-1 WATER SUPPLY ISOMETRIC

SCALE: NOT TO SCALE

Approved for Commercial
Approved by State of California
Office of the State Fire Marshal
Initial Approval: 10-27-2015
Re-Approval: 11-2-2020
Approval Date: 2-8-21-21
Expiration Date: 2027-04-26
Method of Fabrication: Brick-Mod

CHB 13th Street
Orlando, FL 32805

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS 03/10/2026

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER: **City of Sacramento Sacramento, CA**

PROJECT NAME AND LOCATION: **BERTHA HENSHEL PARK Sacramento, CA**

SHEET TITLE: **PLUMBING PLAN WATER PIPING, SCHEDULES & DETAILS**

Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		P-1
Start Date:	05/27/2025		

DO NOT SCALE - DIMENSIONS PREVAIL

10-Mar-26 4:08 PM

ELECTRICAL COMPONENTS SCHEDULE

SYMBOL	QTY.	RATING	DESCRIPTION	MODEL	HEIGHT	COMMENTS	PRC #
ELECTRICAL PANEL (PANEL)	1	100 AMP MAIN BREAKER	120/240V SINGLE PHASE - 3 WIRE, PLUG-ON BREAKERS, NEMA 1 ENCLOSURE	SQUARE D QO120M100P (OR EQUAL)	72" A.F.F. TOP OF PANEL	FURRED OUT AS NEEDED	L1902
LIGHT - EXTERIOR	2	15 WATTS	LED - SURFACE MOUNT, VANDAL RESISTANT, EYELID CUT-OFF LENS	LUMINAIRE SWP610-YWP-NODIM-15W-40K-120-OP-BRZ	SEE SHEET A-2	-	L1162.5
LIGHT - RESTROOM (S)	2	15 WATTS	LED - SURFACE MOUNT, VANDAL RESISTANT	LUMINAIRE SWP1212-NODIM-15W-40K-120-OP-BRZ-OCC	SEE SHEET A-3	BUILT-IN OCCUPANCY SENSOR	L1168.5
LIGHT - MECH. ROOM	1	30 WATTS	LED T8 (2) TUBE - SURFACE MOUNT, SEALED SHATTERPROOF PLASTIC HOUSING	GREENLIGHTING AL-42L	CEILING MOUNTED	-	L1108
EMERGENCY LIGHT	1	3 WATTS	LED - WALL MOUNT	LITHONIA MODEL #ELM2L (OR EQUAL)	ABOVE CAP BEAM	WIRE AHEAD OF LIGHTING CONTROLS	L1198
SWITCH	1	-	SINGLE POLE MANUAL ON/OFF SWITCH	LEVITON 1221-2W	48" A.F.F. TO TOP	-	L1868
SWITCH	1	-	SINGLE POLE MANUAL ON/OFF SWITCH	LEVITON 1221-2R	48" A.F.F. TO TOP	BYPASS SWITCH - EXTERIOR LIGHTS	L1870
SWITCH	1	-	DOUBLE POLE MANUAL ON/OFF SWITCH	LEVITON 1222-2W	48" A.F.F. TO TOP	BYPASS SWITCH - RESTROOM LIGHTS	L1872
TIME SWITCH (TS)	1	-	7-DAY 1-CIRCUIT ELECTRONIC ASTRONOMIC TIME SWITCH	INTERMATIC ET8015C	-	CONTROLS EXTERIOR LIGHTS	L1882.5
RECEPTACLE - DUPLEX (GFCI)	1	1500 WATTS	20 AMP, 125 VOLT GFCI DUPLEX RECEPTACLE	LEVITON GFNT2-W	PER PLAN	-	L1876
HAND DRYER (HD)	2	840 WATTS	REMOTE BLOWER & ELECTRIC WITH SURFACE MOUNT THRU-WALL NOZZLE	FASTAIRE #HD03S	40" MAX. A.F.F. TO CONTROLS	-	L1415
WATER HEATER (WH)	2	3300 WATTS	IN-LINE TANKLESS WATER HEATER	STIEBEL DHC 3-2 CLASSIC	-	-	L1318.5
ELECTROMAGNETIC DOOR LOCK	2	72 WATTS	SHEAR ALIGNING MAGNALOCK (SAM), 1,200 LBS. HOLDING FORCE, RECESSED	SECURITRON SAM SYSTEM	-	POWER SUPPLY #AQL4-R8E1, BATTERY BACK-UP & DT-7 TIMER	F1752.55.1,60,70
EMERGENCY EXIT BUTTON	2	-	TOUCH SENSOR "PUSH TO EXIT", HEAVY DUTY, VANDAL RESISTANT	SDC 463U	48" MAX. A.F.F. TO TOP	-	L1207
WATER PRESSURE BOOSTER (E)	1	1219 WATTS	WATER PRESSURE BOOSTER ELECTRIC PUMP	REFER TO SHEET P-1	-	PROVIDE SHUT-OFF SWITCH PER MFG'S INSTRUCTIONS	-
KNOX BOX	1	-	KNOX BOX - SEE A-3 FOR SPECIFICATION & MODEL NUMBER	SURFACE MOUNTED - w/ TAMPER SWITCH	SEE A-2 FOR MOUNTING LOCATION	ROUTE 1/2" CONDUIT w/ PULL STRING INTO MECHANICAL CHASE	-

GENERAL SHEET NOTE:
LOCATION OF ALL ELECTRICAL COMPONENTS IN THE MECHANICAL ROOM ARE SUBJECT TO CHANGE, FINAL LOCATIONS TBD.

LIGHTING CONTROLS SCHEDULE

AREA	CONTROLS
RESTROOM	OCCUPANCY SENSOR BUILT-IN TO LIGHT FIXTURE / BYPASS SWITCH "ON" OVERRIDES OCC. SENSOR FOR MAINTENANCE
MECHANICAL ROOM	MANUAL ON/OFF SWITCH (AREA HOUSES ELECTRICAL EQUIPMENT)
EXTERIOR	TIME SWITCH / BYPASS SWITCH "ON" OVERRIDES TIME SWITCH FOR MAINTENANCE

NOTES:
1. ALL CONDUCTORS ARE COPPER WIRES.
2. RATING OF STANDARD PANEL IS 22,000 A.I.C.
3. WIRING METHOD IN METALLIC CONDUIT. (MC CABLE, EMT, METALLIC FLEX.
4. INSTALL CEE GROUND IN SLAB, TERMINATING IN MECHANICAL ROOM.
5. GREEN GROUNDING CONDUCTOR IN ALL RACEWAYS.

PANEL SCHEDULE

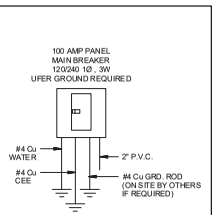
120/240 V - SINGLE PHASE - 3 WIRE | MAIN BREAKER: 100 AMP | MAIN SCCR: 22,000 / BRANCH AIR: 10,000 - SERIES RATED TO MAIN

CKT	DESCRIPTION	CIR. BREAKER TRIP AMPS	WIRE SIZE	TOTAL V.A.	TOTAL V.A.	WIRE SIZE	CIR. BREAKER TRIP AMPS	DESCRIPTION	CKT
1	WATER HEATER - ACCES. ALL GENDER RR-1	20	12	1650	1650	12	20	WATER HEATER - ACCES. ALL GENDER RR-2	2
3	"	"	"	1650	1650	"	"	"	4
5	HAND DRYER - ACCES. ALL GENDER RR-1	20	12	840	840	12	20	HAND DRYER - ACCES. ALL GENDER RR-2	6
7	GFCI RECEPTACLE - DEDICATED	20	12	1500	30	12	20	LIGHTS - RESTROOMS	8
9	WATER PRESSURE BOOSTER	20	12	1219	30	12	20	LIGHTS - EXTERIOR	10
11	ELECTROMAGNETIC DOOR LOCKS	20	12	120	33	12	20	LIGHTS - MECHANICAL ROOM	12
13									14
15									16
17									18
19									20
CONNECTED LOAD: PHASE A			TOTAL LOAD	4983	6229			CONNECTED LOAD: PHASE B	
			TOTAL AMPS	41.525	51.908				

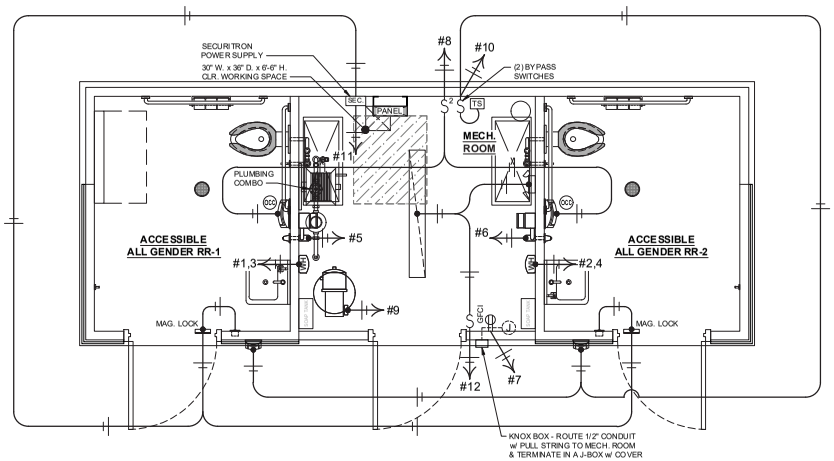
ELECTRICAL LOAD CALCULATIONS

PANEL: 100 AMP 120/240V - SINGLE PHASE - 3 WIRE

COMPONENT	CONNECTED LOAD (V.A.)	CALCULATED LOAD (V.A.)	
EXTERIOR LIGHTING	30	CONNECTED LOAD x 1.25	37.50
INTERIOR LIGHTING	63	CONNECTED LOAD x 1.25	78.75
WATER HEATER	6600	CONNECTED LOAD x 1.00	6600.00
RECEPTACLE - GFCI	1500	CONNECTED LOAD x 1.25	1875.00
(1) HAND DRYER (LARGEST MOTOR)	840	CONNECTED LOAD x 1.25	1050.00
(1) HAND DRYER	840	CONNECTED LOAD x 1.00	840.00
WATER PRESSURE BOOSTER	1219	CONNECTED LOAD x 1.25	1523.75
ELECTROMAGNETIC DOOR LOCKS	120	CONNECTED LOAD x 1.00	120.00
TOTAL LOAD	11212	TOTAL LOAD	12125.00
TOTAL CONNECTED LOAD KVA	11.212	TOTAL CALCULATED LOAD KVA	12.125
TOTAL CONNECTED LOAD AMPS	46.717	TOTAL CALCULATED LOAD AMPS	50.521



E — BY OTHERS - UTILITY BOX MARKED "ELECTRIC" - WITHIN 6 FT. OF BUILDING (FINAL LOCATION TBD)



1 / E-1 ELECTRICAL PLAN
SCALE: 1/2"=1'-0"

Approved for Commercial
Approved by State of California
MIDWEST
Internet
File Approval: 1-22-22
Approved Use: 2025-04-10
Expiration Date: 2027-01-10
Approved Residence See More
Attached
1148 29th Street
Oakland, CA 94608

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS 03/10/2026

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Building Better Places To Go.
2387 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

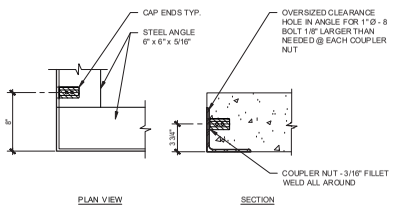
PROJECT OWNER: **City of Sacramento Sacramento, CA**

PROJECT NAME AND LOCATION: **BERTHA HENSHEL PARK Sacramento, CA**

SHEET TITLE: **ELECTRICAL PLAN & SCHEDULES**

Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		E-1
Start Date:	05/27/2025		

DO NOT SCALE - DIMENSIONS PREVAIL

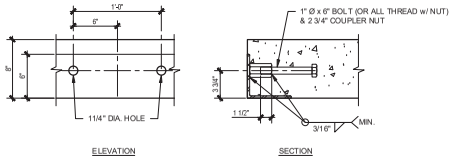


CONCRETE SLAB EXTERIOR STEEL FRAME @ CORNER DETAIL

3 / S-1

SCALE: 1 1/2"=1'-0"

NOTE: BOLTS & COUPLER NUTS SHALL BE MIN. GRADE 5. BOLT MINIMUM ENGAGEMENT WITH COUPLER NUT = 1"



SIDE RIGGING EMBEDDED ANCHOR DET.

5 / S-1

SCALE: 1 1/2"=1'-0"

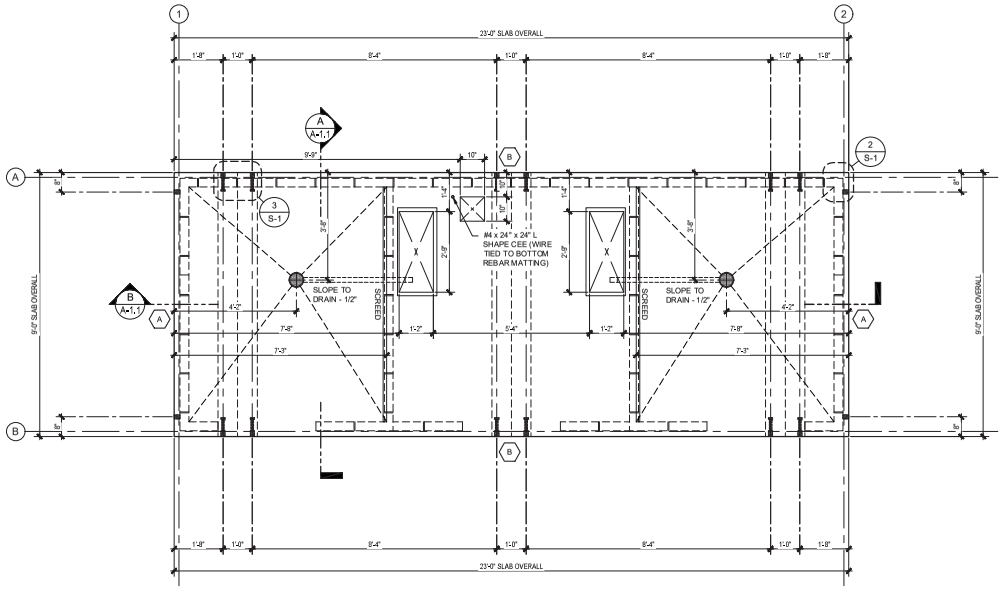
NOTES: (LIGHT WEIGHT CONCRETE)

1. SLAB REINFORCEMENT:
   PERIMETER - (2) #5 BARS @ 8" O.C. TOP & BOTTOM.
   TOP MAT - #4 BARS @ 8" O.C. EACH WAY.
   BOTTOM MAT - #4 BARS @ 16" O.C. EACH WAY.
   LIFTING LOCATIONS - (3) #5 BARS @ 8" O.C. TOP & BOTTOM.
2. ALL REBAR TO BE GRADE 60.
3. ALL WELDABLE REINFORCEMENTS TO BE ASTM A706.
4. CONCRETE STRENGTH BASIS DESIGN IS MIN. 2500 PSI WITH SPECIAL ADDITIVE.
5. MINIMUM CONCRETE COVER = 1 1/2" FOR #4 AND #5 BARS.TOP BARS MAY BE LOWER ONLY WHERE REQUIRED BY SPECIFIED SLOPES.
6. REBAR SPLICES: #4 BARS - 20" LAP / #5 BARS - 24" LAP
7. TOP MAT: ADD TRIMMER BARS NEXT TO BLOCK OUTS IF CLEARANCE TO REGULAR LAYOUT IS GREATER THAN 2". TRIMMER BARS EXTEND 18" PAST OPENING, OR TERMINATE WITH 90° HOOK AND 8" EXTENSION. CENTER OF TRIMMER BARS TO BLOCK OUTS TO BE 2", TYP.
8. PROVIDE (2) DIAGONAL 24" LONG #4 REBARS (1 @ TOP MAT & 1 @ BOTTOM MAT) @ EACH SLAB OPENING.
9. SMALL BLOCK OUTS (8" x 8" MAX.) MAY BE ADDED AS REQUIRED FOR SERVICES. ADD DIAGONAL TRIMMER BARS IF CLEARANCE TO REGULAR LAYOUT IS GREATER THAN 2".
10. PROTECT PIPE & FLOOR DRAINS THAT WILL BE ENCASED IN THE CONCRETE BY PROVIDING AN APPROVED WRAP.
11. ONLY WHERE NOTED, IT IS ACCEPTABLE TO NOTCH HORIZONTAL LEG OF PERIMETER ANGLE.
12. ALL EXPOSED FACES OF SLAB PERIMETER STEEL ANGLES SHALL RECEIVE GALVANIZING PAINT COATING.

SLAB LOADS SCHEDULE

MARK	LOCATION	VERTICAL LOAD	LATERAL LOAD
A	WALL LINE (GRID) 1 & 2	743 plf	451 lbf
B	WALL LINE (GRID) A & B	319 plf	507 lbf

NOTE: SCHEDULE VALUES PER ASD LOAD COMBINATION



CONCRETE SLAB PLAN

1 / S-1

SCALE: 1/2"=1'-0"

STRUCTURAL ONLY

Approved for Commercial
Approved by State of California
MH DAKOMI SOFT-CB
Interface Interval: 4/6
Approval Date: 10/2020
Approval DWN: 3030-CO-12
Expiration Date: 2031-10-15
Without Foundation - Site Work Approved
2140 31st Street
Orlando, FL 32839

PREPARED BY
REGISTERED PROFESSIONAL ENGINEER
MATTHEW T. MAHER
No. 80484
EXP: 06.30.2026
CIVIL
STATE OF CALIFORNIA

CONSTRUCTION DOCUMENTS - 03/10/2026

BERTHA HENSHEL PARK - Sacramento, CA

No.	Description	Date

CONSTRUCTION DOCUMENTS
03/10/2026

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2387 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER:
City of Sacramento
Sacramento, CA

PROJECT NAME AND LOCATION:
BERTHA HENSHEL PARK
Sacramento, CA

SHEET TITLE:
CONCRETE SLAB PLAN & DETAILS

Drawn by:	DF	Job No.	13038
Checked by:	MM		
Current Date:	03/10/2026		S-1
Start Date:	05/27/2025		

DO NOT SCALE - DIMENSIONS PRESIDE

10-Mar-26 4:04 PM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2026

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Shala Pearson	
Leavitt United Insurance Services, Inc. Lic #0J02939 2358 Maritime Dr., Ste 100 Elk Grove CA 95758	PHONE (A/C, No, Ext): (800) 549-4242	FAX (A/C, No): (888) 329-8842
	E-MAIL ADDRESS: shala-pearson@leavitt.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Parker Landscape Development, Inc. 6011 Franklin Blvd Sacramento CA 95824	INSURER A : Travelers Indemnity Company of Connecticut	25682
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Endurance Assurance Corporation	11551
	INSURER D : Westchester Surplus Lines Insurance Company	10172
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 26/27 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	4T-22CO-5W913629-TCT-26	03/31/2026	03/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	8105W889729262SG	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-5W936993-26-2S	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE Products-Comp/Op Agg	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	EAW0005289-00	03/31/2026	03/31/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			G71157210008	07/12/2025	07/12/2026	Each Pollution Condition General Aggregate Deductible	$2,000,000 $2,000,000 $2,500

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

[Job #: Bid # B26191121022, PN# L19113500 Job Type: Cove Park Shade Canopy]
City of Sacramento, its officials, employees and volunteers are included as Additional Insured with respect to General and Auto Liability, insurance is Primary and Noncontributory and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of Subrogation further applies to Workers Compensation when required in written contract per policy provisions, conditions, and exclusions. The Umbrella policy follows form over the General Liability, Auto Liability, and Workers Compensation policies. Per Project Aggregate applies on General Liability.

CERTIFICATE HOLDER

City of Sacramento c/o Exigis, LLC
P.O. Box 947
Murrieta CA 92564

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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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 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-31-2026 **Policy No.** EAW00005289-00 **Endorsement No.**

Insured Parker Landscape Development, Inc. (a Corp) **Insurance Company** Endurance Assurance Corporation

Countersigned By _____

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

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

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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

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

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

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

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

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

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

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

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

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage for such organization does not apply to:

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

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

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

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

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   c. Any loss, cost or expense arising out of any:

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

   (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   a. A person arising out of any:

   (1) Refusal to employ that person;

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

   (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

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

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

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

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

8. Workers Compensation And Similar Laws

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

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

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

2. Contractual Liability

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

3. Liquor Liability

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

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

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

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

6. Aircraft

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

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

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

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

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

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

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

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

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

10. Damage To Property, Products Or Work

"Property damage" to:

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

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

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

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

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

g. "Your product" arising out of "your product" or any part of it; or

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

11. Damage To Impaired Property Or Property Not Physically Injured

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

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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

12. Recall Of Products, Work Or Impaired Property

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

a. "Your product";

b. "Your work"; or

c. "Impaired property";

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

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

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

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

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

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

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

   b. Next, to us; and

   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

   a. A court decision; or

   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:

   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

   b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

   a. Another insurance company;

   b. Us or any of our affiliated insurance companies;

   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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POLICY NUMBER: 4T22CO5W913629TCT26 ISSUE DATE: 03/31/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

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

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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.

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POLICY NUMBER: 4T22CO5W913629TCT26 ISSUE DATE: 03/31/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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