



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

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File ID: 2019-01213

September 10, 2019

Consent Item 28

Title: Grant and Construction Agreement for the Del Paso Heights Sports Complex at Robertson Park, First Amendment to Ground Lease, and Second Amendment to Community Center Lease with The Mutual Assistance Network of Del Paso Heights

Location: District 2, 3525 Norwood Avenue

Recommendation: Adopt a Resolution: 1) approving the Grant and Construction Agreement for the Del Paso Heights Sports Complex at Robertson Park in the amount of \$1.9 million with The Mutual Assistance Network of Del Paso Heights (MAN) and the Sierra Health Foundation; 2) approving the First Amendment to Ground Lease at Robertson Park with MAN to include the additional park land for the Sports Complex; 3) approving the Second Amendment to Robertson Community Center Lease with MAN to extend the term to September 30, 2029 and include a 10 year option extension consistent with the term of the Sports Complex Ground Lease; and 4) authorizing the City Manager or the City Manager's designee to execute the agreement and lease amendments.

Contact: Dana Mahaffey, Senior Planner, (916) 808-2762; Raymond Costantino, Park Planning and Development Services Manager, (916) 808-1941, Youth, Parks and Community Enrichment Department

Presenter: None

Attachments:

1-Description/Analysis

2-Del Paso Heights Sports Complex at Robertson Park Grant and Construction Agreement

3-First Amendment to Ground Lease at Robertson Park Sports Complex

4-Second Amendment to Lease Robertson Community Center

5-Resolution

Description/Analysis

Issue Detail: On July 30, 2019, City Council approved a 20-year Ground Lease with The Mutual Assistance Network of Del Paso Heights (MAN) for a portion of Robertson Park to renovate the large existing lighted baseball field and soccer field, which is the first phase of the planned Del Paso Heights Sports Complex. On that date the City Council also approved the phase 1 grant of \$350,000 for the \$670,555 project, which involves re-sodding or re-seeding of grass, irrigation upgrades, and other required infrastructure improvements, as well as a portion of the design costs for the phase 2 project and an environmental site assessment. The Ground Lease described the five vacant parcels of land that have been added to the park site by a transfer from the Redevelopment Agency Successor Agency.

Now that funding has been allocated in the 2019-20 budget for the costs to construct the Sports Complex, the proposed action includes allocating the \$1.9 million grant to MAN for the phase 2 project and amending the Ground Lease to include the additional land. The cost estimate for the phase 2 project was \$1.7 million; however, the land has some hazardous materials that need to be remediated at an estimated cost of over \$200,000 and MAN will need to fund City staff costs to review the plans and inspect the construction work in the amount of \$147,000. The gap in construction costs for the build-out of the Del Paso Heights Sports Complex will be made up with funds provided by MAN and the Sierra Health Foundation.

For the Phase 2 project, MAN plans to construct two new little league sized baseball fields, which can also be used for softball, and a new parking lot on the additional land and fencing to complete the “Del Paso Heights Sports Complex” at Robertson Park. The Del Paso Heights Sports Complex will be home to local youth sports leagues and a regional attraction for tournaments that generate revenue to sustain the fields and youth programs. The term of the Ground Lease at 20 years is based on City Code section 3.68.110 C, given that MAN will invest more than \$100,000 to improve the City property. This length of time will provide for MAN to recoup its expenses based on the useful life of the improvements and the potential revenue from the Sports Complex operations.

Since 2016, MAN has leased the City’s Robertson Community Center in Robertson Park to provide an after-school program that offers homework and academic assistance, physical fitness, recreational sports, medical physicals, nutrition education, and “in season” athletic league practices for disadvantaged youth. MAN also provides community programs such as the Reduction in African American Child Death and adult exercise and fitness programs at the Robertson Community Center.

The Community Center will be used to support the operation of the Sports Complex. Therefore, it is desirable that the term of the lease for the Community Center coincide with the

term of the ground lease for the Sports Complex. However, under City Code section 3.68.110 D, leases of City property without bidding to a non-profit community organization cannot exceed 10 years. Therefore, the Community Center lease amendment extends the term to September 30, 2029 and includes an option for an additional 10 years.

Policy Considerations: The grant and lease agreements will implement YPCE's Strategic Plan Direction 3.2: Plan, manage and regularly evaluate the delivery of programs, events and services. Specifically, (F) – Create operational and programming guidelines and evaluate leased facilities to ensure that programs and services are meeting City requirements and local needs; and Strategic Plan Direction 5.3; Diversify and improve funding and resources to enhance services. Specifically, (C) – Coordinate with City leaders to expand the Department's financial resources to support youth development, parkland and facilities, lifelong learning and recreation, and community enrichment.

Economic Impacts: Once the Sports Complex is developed for use by youth leagues and baseball and softball tournaments, the increased activity could provide a stimulus for development of nearby vacant land. At the expiration or termination of the Ground Lease, the City will own the park improvements which were funded under the grants and constructed and maintained by MAN.

Environmental Considerations: The project to approve agreements for the Phase 2 project is exempt under California Environmental Quality Act Section 15304, Minor Alterations to Land, for the new fields, Section 15311, accessory structures, for the parking lot, fencing and signage; and Section 15330, mitigation of hazardous substances.

Sustainability: The Sports Complex project is consistent with the City's 2035 General Plan Goal ERC 2.2: Parks, Community and Recreation Facilities and Services, in that the agreement allows for the creative solution to provide neighborhood park and recreation facilities (e.g., provision of that reflect the unique character of the area; Building and improving parks and facilities to ensure safety for users and adjacent properties; provide parks and facilities for youth between the ages of 10 and 18 to ensure safe gathering places for their recreation; and, develop facilities (e.g., multi-field complexes) for a variety of organized sports.

Commission/Committee Action: None

Rationale for Recommendation: In December 2017, the City Council adopted the Citywide Youth Development Plan & Framework for Children and Youth Programs to guide the City in the design, operations, and evaluation of its children and youth programs. Through its own programs and strategic partnerships, the City of Sacramento will strive to offer all young people, regardless of background, the highest-quality youth development experiences.

Financial Considerations: In consideration for the grant to fund construction of the additional sports fields and maintenance of the improvements at Robertson Park, in lieu of rent MAN will set aside a portion of the revenues it receives from operation of the Sports Complex to pay for routine maintenance to fund repairs and to maintain the fields and improvements in good condition during the term of the Ground Lease. Sufficient funds are available in the Del Paso Heights Sports Complex (L19190300) to cover the City's second grant funding in the amount of \$1.9 million.

The Community Center lease requires MAN to reimburse the City for the building utilities and service expenses, but no rent is charged in consideration of the youth programming and community services provided by MAN.

Local Business Enterprise (LBE): Not applicable

DEL PASO HEIGHTS SPORTS COMPLEX AT ROBERTSON PARK GRANT AND CONSTRUCTION AGREEMENT

This Del Paso Heights Sports Complex Grant and Construction Agreement ("Agreement") is entered into on _____, 2019 by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("City"), and **THE MUTUAL ASSISTANCE NETWORK OF DEL PASO HEIGHTS**, a California corporation ("Grantee") and **SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT**, a California non-profit public benefit corporation (the "**Project Administrator**"), who are collectively referred to as "Parties" and individually as "Party."

BACKGROUND

A. Grantee operates three Mutual Assistance Network Centers in Del Paso Heights: The Main Office at 811 Grand Avenue; the Firehouse Community Resource Center at 810 Grand Avenue; and the Johnston Community Center at 231 Eleanor Avenue. These centers provide support services for families, youth development programs, education classes, and other community enrichment and service programs

B. Since 2016, Grantee has leased the City's Robertson Community Center in Robertson Park to provide an after-school program that offers homework and academic assistance, physical fitness, recreational sports, medical physicals, nutrition education, and "in season" athletic league practices for disadvantaged youth. The Grantee also provides community programs such as the Reduction in African American Child Death and adult exercise and fitness programs at the Robertson Community Center.

C. Robertson Park is located at 3525 Norwood Ave in the Del Paso Heights community. City has entered into a ground lease with Grantee for a portion of Robertson Park to renovate the large existing lighted baseball field and soccer field at Robertson Park. This phase 1 project is estimated to cost \$670,555 and the City is providing a \$350,000 grant (the "**First Grant**") under a separate agreement. The City funding is to be used for architectural drawings, permits, re-sodding or re-seeding of grass, irrigation upgrades, and other required infrastructure improvements. Renovation of the existing field will restore the field to playable conditions for baseball, softball and soccer.

D. The City and Grantee are concurrently amending the ground lease to add five vacant parcels to the "premises" definition, and along with the existing field the "premises" under this Agreement is collectively referred to as the "**Park Site.**" These five parcels are referred to in the lease as the "additional land." This property was purchased by the Redevelopment Agency of the City of Sacramento to expand Robertson Park to serve the Del Paso Nuevo development project and the prior buildings on these parcels were demolished. The land was recently transferred to the City at no cost; however, it contains some hazardous

substances from the prior buildings and operations that will need to be removed. The proceeds under the First Grant will also pay for development of the remediation plan for approval by the County Environmental Management Department, as well as planning activities for the Phase 2 project. The scope of the construction project for Phase 2 will include the removal of the contaminated soil. Also, the five parcels need to be merged and the public right-of-way abandoned before construction can commence because installation of utilities and improvements cannot cross boundary lines or be built over right-of-way.

E. For the Phase 2 project, Grantee plans to construct two new little league sized baseball fields, which can also be used for softball, and a new parking lot on the additional land and fencing to create the **"Del Paso Heights Sports Complex"** at Robertson Park. The Del Paso Heights Sports Complex will be home to local youth sports leagues and a regional attraction for tournaments that generate revenue to sustain the fields and youth programs. The Phase 2 project is estimated to cost \$1,791,648 and under this Agreement the City is providing a grant in the amount of \$1.9 million (the **"Second Grant"**). The First Grant did not cover all of the costs for the Phase 1 project, and the cost estimate for the Phase 2 project did not include remediation of the hazardous substances on the additional land or the City's staff costs to review the design plans and oversee the construction work. Therefore, the Second Grant is intended to be used to also cover all or part of these additional costs.

F. The Phase 1 project and the Phase 2 project will be constructed concurrently pursuant to plans and specifications approved by the City and the County approved remediation plan, which will define the **"Project Improvements."** The preliminary list of Project Improvements and the preliminary **"Cost Estimate"** as prepared by Grantee is set forth in **Exhibit A**. The actual costs of construction of the Sports Complex will be based on the result of a bidding process approved by City, unless Grantee can make arrangements for a contractor to donate some of the materials or services. In no event will City pay more proceeds under the Second Grant than the actual costs incurred by Grantee for the design and construction of the Project Improvements and City's oversight costs.

G. Development of the Del Paso Heights Sports Complex at Robertson Park (the **"Sports Complex"**) will require various design and other services, which will be performed by either Grantee or City as shown on the **"Park Development Task Allocation"** set forth in **Exhibit B**. Part of the Second Grant will be withheld to cover City's staff costs to review the design plans and inspect the construction of the Project Improvements as listed in **Exhibit C**. Because the Project Improvements are being undertaken by Grantee as the lessee, the Art in Public Places fee is not applicable.

H. The Phase 1 and Phase 2 work is collectively referred in this Agreement as the **"Project."** The Phase 1 renovation of the existing baseball and soccer field is exempt under the California Environmental Quality Act (CEQA) per Section 15304, minor alterations to land (grading and landscaping), of the CEQA Guidelines. The Phase 2 expansion of Robertson Park to

add two new ballfields and a small parking lot on the additional land is exempt from environmental review under the CEQA Guidelines Section 15304, minor alterations to land (grading and landscaping), Section 15311, accessory structures (parking lot, fencing and signage), and Section 15330, mitigation of hazardous substances. The additional parking lot will accommodate the expanded use of the park.

I. The Project Administrator, Sierra Health Foundation: Center for Health Program Management (the “Center”) was founded by Sierra Health Foundation in 2012 as an independent 501(c)(3) nonprofit organization. The Center pursues the promise of equity for all by pursuing social, racial and economic inclusion in communities across California. Leveraging relationships, operational infrastructure, and funding from the Sierra Health Foundation, the Center incorporates learning communities into each of its initiatives to strengthen participating organizations’ capacity.

J. The Center draws upon Sierra Health Foundation’s more than 30 years’ experience as a grant maker in the social determinants of health field, by tapping into the Sierra Health Foundation’s administration, and finance infrastructure. Since its founding in 2012, the Center has been able to cost effectively manage over 192 grants and contracts representing more than \$58 million dollars of investments from governmental and non-governmental entities. These experiences and background render the Center as uniquely qualified to function as the Project Administrator for this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Background information and the mutual promises and obligations contained herein, City, Grantee and Project Administrator hereby agree as follows:

ARTICLE I

DESIGN AND CONSTRUCTION OF PROJECT IMPROVEMENTS

1.0 Role of Project Administrator. Grantee and Project Administrator shall determine their respective roles and responsibilities with regard to the design and construction of the Project Improvements at the Park Site with the Grant Funds as described in this Agreement. Whenever the Agreement sets forth a requirement of Grantee, Project Administrator may assume that responsibility and undertake the task on behalf of Grantee. Payment of the Grant Funds shall be made to Project Administrator who shall disburse the Grant Funds to Grantee in accordance with the agreement between Grantee and Project Administrator. Project Administrator shall insure that the Grantee's contractors, subcontractors, and suppliers have been paid for the design and construction of the Project Improvements with the Grant Funds.

1.1 Design and Construction. Grantee will design and construct the Project Improvements at the Park Site in accordance with the terms of this Agreement. City shall process the lot merger and public right of way abandonment for the Phase 2 project site so that construction can start by March 1, 2020. Grantee shall complete the construction of the Project Improvements at the Park Site within twelve (12) months of the date the City approves the contract award as set forth in Section 1.3.

1.2 Project Design and Final Budget. The design-related services that may be performed either by Grantee or City as specified in **Exhibit B** include preparation of construction bid documents. If assigned to Grantee in **Exhibit B**, Grantee shall perform the various Project-related services in accordance with the following requirements.

1.2.1 Project Plans. Grantee shall arrange for the preparation of the design plans and technical specifications (the "Project Plans" or "Plans") for construction of the Project. At a minimum, Grantee shall submit the Project Plans to the LAS at the **35, 75, and 100-percent** design phases of completion. The Project Plans shall include all of the Project Improvements listed in **Exhibit A**. Grantee covenants that the Project Plans will be designed and prepared in compliance with the City's Standard Specifications. The City agrees to use its best efforts and due diligence to review, provide comments regarding any necessary corrections, and approve the Project Plans in a prompt and timely manner. The City's staff approval shall not be unreasonably withheld or conditioned.

Grantee must obtain written approval of the Project Plans by SMUD, PG&E and all other appropriate public entities or utility companies which will own, operate and/or maintain any portion of the utility improvements that are to be installed as part of construction of the Project. Grantee covenants that the Project Plans will be designed and prepared in accordance with the applicable utility company requirements.

Grantee shall include in the Project Plans installation of a water tap to irrigate the additional land separate from the existing park so that Grantee pays the water bill for the two new fields.

Grantee shall cause all contracts relating to preparation of the Project Plans to require the design and engineering consultants to fully and without limitation indemnify, defend and hold harmless City and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all Claims (as defined in Section 2.6) arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions of such professional in connection with the design of the Park by said consultant, or any other person or entity employed by or acting as the authorized agent for said consultant. The aforesaid indemnity and hold harmless agreement shall not be limited or waived in any way based upon the fact that City has

prepared, supplied, or approved the Project Plans, or has inspected or failed to inspect construction of the Park.

1.2.2 Bid Document Preparation. After LAS has given its written approval of the Project Plans, Grantee shall prepare and submit to the LAS the bid document that includes the construction plans and specifications for the Project, and shall provide updated construction cost estimates and construction time lines. The bid document must be based on the City - approved Project Plans. The City agrees to use its best efforts and due diligence to review, provide comments regarding any necessary corrections, and approve the bid document in a prompt and timely manner. The City's staff approval shall not be unreasonably withheld or conditioned.

1.2.3 LAS Approval. LAS approval shall be evidenced by the signature of the Landscape Architect on the subject document. LAS may withhold approval of any document until Grantee has obtained any and all required approvals from other City departments or other public entities or utilities. The review of various documents by LAS and/or other City departments also may include issuing public noticing and seeking public review and comments on the final Project Plans as deemed necessary or appropriate by City.

1.2.4 Final Budget. Before City's approval of the contractor's bid, City and Grantee shall review and revise the Project Cost Estimate set forth in **Exhibit A** and shall establish a final budget for design costs incurred, permits and fees, City staff costs, and the construction costs (collectively the "**Final Budget**"). The Final Budget shall include all actual and estimated Project Costs and include a reasonable contingency amount. The Grantee shall not be obligated to construct all of the Project Improvements and incur all of the Project Costs if the total Project Cost will exceed \$100,000 plus the First Grant and the Second Grant. If the scope of the Project Improvements are to be modified based on mutual agreement of the Parties, a revised **Exhibit A** shall be attached to this Agreement.

1.3 Contract Award. After LAS has given its written approval of the bid documents, Grantee shall solicit competitive bids for construction of the Project. Grantee shall send the request for bids to all landscape contractors included on the current master list used by LAS to solicit bids for similar park projects, in addition to any other contractors identified by Grantee. Grantee shall request bids from at least three (3) contractors. Bids shall be sealed, Grantee shall provide LAS with a copy of all bids received.

1.4 Construction. Grantee covenants that the Project will be constructed in compliance with the approved Project Plans, bid document, and any modifications thereto required by City in accordance with this Agreement, and applicable technical specifications in the City Public Works Construction Standard Specifications and Improvement Standards in effect when the City approves the bid document as provided herein, subject to change orders issued in accordance with the provisions of Section 1.7 below. Prior to commencement of

grading or any related construction work, Grantee will pay the applicable fees and obtain all permits and approvals required for such work from the City and from all applicable federal, state or local agencies.

1.4.1 Representatives. Grantee shall provide a site construction superintendent ("Site Superintendent") and the City shall provide a project manager ("Project Manager") who will serve as their respective points of contact with respect to construction of the Project. The designated Site Superintendent and Project Manager are identified on **Exhibit D**, and the designations may be changed by written notice from either Party.

The Site Superintendent will be on-site as necessary and will generally be available by telephone or otherwise at all reasonable times. The Site Superintendent shall have complete authority over Grantee's construction contractors and subcontractors, with authority to order stoppage of work and minor changes to the work in order to comply with the Project Plans.

The Project Manager shall have complete authority over the City's construction inspectors, with authority to determine whether the work complies with the Project Plans. The Project Manager shall also have authority to order minor design changes to meet unanticipated field conditions, provided that the same are consistent with the Project Plans, and subject to the provisions of Section 1.4.5 below.

1.4.2 Commencement and Completion of Project. Grantee shall require its contractor to commence construction of the Project no later than three (3) months after contract award, unless an extension is approved by LAS, and thereafter shall insure that the contractor diligently works to complete the Project construction in a timely and efficient manner on or before the Completion Date.

1.4.3 Inspection. Grantee covenants that City, and any other public entities or public utilities to whom any portion of the Project Improvements will be conveyed, will be permitted to inspect the Project during construction and shall have access to the Park Site for this purpose at all times. City agrees to make City inspectors available for inspection of the Project work during construction within forty-eight (48) hours after receipt of the request from Grantee or its contractor (Saturdays, Sundays and Holidays excepted). Should a City inspector find any nonconformance or noncompliance with the Project Plans or the bid document, the Project Manager shall notify the Site Superintendent of such nonconformance or noncompliance. Thereafter, the Project Manager and the Site Superintendent, in consultation with the City building inspector, shall jointly determine the corrective action required. If the Project Manager and the Site Superintendent are unable to agree upon the corrective action, the Project Manager shall have authority to make such determination, with Grantee having a right of appeal to the Director of the Youth, Parks & Community Enrichment Department or to City Manager who may delegate his or her authority over such matter.

1.4.4 Prevailing Wages. Grantee shall require all of its contractors and subcontractors to pay their construction workers not less than the general prevailing rate of wages for such workers' craft or trade, as determined by the Director of the Department of Industrial Relations at the time that Grantee issues the solicitation for bids for the Project (pursuant to Labor Code Section 1773). Copies of certified payroll records shall be provided to City on a monthly basis, and final payroll records must be submitted before the City's acceptance of the Project and issuance of the Final Completion certificate (defined in Section 2.4 below).

1.4.5 Unforeseen Cost Increase. If Grantee encounters unknown and unforeseen site conditions after commencement of Project construction that will increase the Project Costs in excess of the Final Budget, and neither Party voluntarily agrees to bear such cost increase, then a change order shall be issued to modify the Project Improvements not yet constructed in order to bring the Project Costs back within the Final Budget. In this latter event, Grantee and LAS shall meet and confer in an attempt to agree upon the modifications. If the Parties are unable to agree, Grantee shall have the final authority to make such determination and identify Project Improvements to be deleted or changed to bring the Project Costs within the Final Budget. The Completion Date shall be extended by the number of days required to implement the modifications to the Project Improvements by the contractor, if any.

1.5 Performance and Payment Bonds. Grantee is required to obtain performance and payment bonds from its prime contractor in the full amount of construction contract and name City as an additional obligee. The performance bond may be released after the City's filing of the Notice of Completion. The payment bond may be released upon expiration of the stop payment notice claim period after recording of the Notice of Completion.

1.6 Insurance. Prior to the commencement of construction of the Project, Grantee shall furnish to City a certificate(s) of insurance as set forth below for the Project construction period until Final Completion, as well as through the end of the warranty maintenance period, with an insurance carrier acceptable to City. The Commercial General Liability and Automobile policy certificates shall include an endorsement naming the City as an additional insured and preclude the cancellation or reduction in coverage before City receives at least 10 days prior notice. The policy holder may be the Grantee, the Project Administrator, and/or its construction contractor for the construction period.

The minimum insurance coverage shall be as follows: (i) Commercial General Liability insurance in the amount of not less than a one million dollars per occurrence, (ii) Automobile Liability insurance in the amount of not less than a one million dollars for owned and non-owned vehicles, and (iii) workers compensation insurance with a waiver of subrogation.

If Grantee fails to maintain, or require its contractor to maintain, such insurance coverages, City may take out insurance and recover the amount of the premiums from Grantee or retain such amount from credits due Grantee under this Agreement. Failure of City to obtain

such insurance shall in no way relieve Grantee from any of its responsibilities under this Agreement.

1.7 Contracts and Change Orders. Grantee and/or Project Administrator shall be responsible for entering into all contracts and issuing any change orders required for the construction of the Project; provided, however, neither Grantee nor Project Administrator shall not be required to enter into any change orders that would increase the Project Costs in excess of the Final Budget unless an increase in the Final Budget is approved by the City as provided in Sections 1.2.4 and 1.4.5. All change orders require approval of the LAS, which approval shall not be unreasonably delayed, conditioned, or withheld, except as follows. If a change order would increase the Project Costs in excess of the Final Budget, the Project Improvements shall be modified in order to bring the Project Costs back within the Final Budget as provided in Section 1.4.5.

1.8 Construction Submittals. Grantee shall provide the Project Manager and any construction inspector upon demand, copies of all submittals furnished by the contractor including, without limitation, all construction schedules, certified payroll records, material testing reports, requests for substitution of materials or equipment, soil and hazardous substances testing and monitoring reports, material testing reports, and all change order requests and all other required contractor submittals within (10) days from the date of Grantee's receipt of such documents.

ARTICLE II PROJECT COMPLETION AND MAINTENANCE

2.0 Completion. When construction of the Project is substantially complete, Grantee shall provide written notice to the City requesting final inspection. The notice shall not be issued until the turf has been established, which is generally 30 days for sod and 90 days for hydro seeding. Within ten (10) business days following the date of receipt of Grantee's written notice, the City shall conduct a final inspection of the construction of the Project ("**Final Inspection**").

2.1 Final Inspection. If during the Final Inspection City determines that the Project has not been fully completed in accordance with the Project Plans, City shall prepare a punch list of all items to be completed and send the list to Grantee within ten (10) business days following the date of the Final Inspection. Grantee shall arrange for the completion and repair of the punch list items to occur in a prompt and diligent manner. Upon completion of the punch list work, Grantee shall send City a request for another Final Inspection and within ten (10) business days following the date of receipt of Grantee's written notice, City shall conduct another Final Inspection. If City determines that the punch list work is complete, City shall promptly deliver a certificate of "**Final Completion**" to Grantee and record a Notice of Completion. If the City determines that the punch list work is not complete, then City and

Grantee shall repeat the Final Inspection/punch list procedures specified in this Section 2.1 until the successful completion of the punch list work.

2.2 As-Built Drawings. Within ten (10) business days after the Final Completion is issued, Grantee shall provide City with a Mylar copy of "as-built" record drawings for the Project with certification by a licensed landscape architect or civil engineer in the State of California as to accuracy and completeness. Grantee's submission of complete, updated as-builts shall be a prerequisite to Final Acceptance.

2.3 Release of Liens. Prior to issuance of the Final Acceptance certificate, Grantee shall provide, in form satisfactory to the City, evidence that all of the costs of the Project have been fully paid. Upon request of the City, Grantee shall make a good faith effort to obtain lien releases under California Civil Code Section 8138 to assure that payment of any outstanding claims of the Grantee's contractors, subcontractors, and suppliers have been paid.

2.4 Final Acceptance. The "Final Acceptance" of the Project Improvements shall occur after a successful Final Inspection, issuance of the Final Completion certificate, submittal of all certified payroll records, the period to file a stop payment notice has expired, and the as-built drawings have been submitted. After City issues notice to the Grantee of Final Acceptance, title to the Project Improvements shall be transferred as the property of City, but subject to Grantee's rights as lessee to operate and maintain the improvements in accordance with the terms of the lease between City and Grantee.

2.5 Maintenance. Grantee shall maintain all of the Project Improvements, landscape maintenance, and trash pickup, at Grantee's expense in accordance with the terms of the lease.

2.6 Indemnification. Grantee shall indemnify, defend and hold harmless City and its officers, employees and agents from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments (collectively, "Claims") arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation arising from any actions or omissions in connection with the design and construction of the Park Improvements by Grantee and/or its officers, employees, agents, contractors, subcontractors, or any other person or entity employed or hired by Grantee; but excluding Claims alleging sole active negligence or willful misconduct of City and its officers, employees and agents.

Nothing in this Agreement shall be construed as a waiver by City of any immunity or defense it may have relating to any such Claim, including, without limitation, immunity or defenses relating to design review and construction inspection. With respect to the acts or

omissions of the Grantee's agents, Grantee's indemnity obligation shall be limited to the acts or omissions of Grantee's authorized agents acting within the course and scope of such agency. The indemnification obligations shall terminate two years after the Notice of Completion is filed.

2.6.1. Additional Provisions Regarding Indemnification Obligations. City does not, and shall not be deemed to, waive any rights against Grantee which it may have by reason of the aforesaid indemnity and hold harmless agreements because of any insurance coverage provided pursuant to Section 1.6. The scope of the aforesaid indemnity and hold harmless agreements is to be construed broadly and liberally to provide the maximum coverage for City in accordance with their terms, but only to the extent allowed pursuant to Civil Code section 2782. No specific term or word contained in this section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the Parties unless specifically so provided.

Except as may otherwise be specifically and expressly provided in this Section 2.6 relating to Claims based upon allegations of the sole active negligence or willful misconduct on the part of City, the aforesaid indemnity and hold harmless agreements shall not be limited or waived in any way based upon the fact that City has prepared, supplied, or approved the Project Plans, or has inspected or failed to inspect construction of the Project Improvements.

Grantee shall include or cause to be included the following language in all contracts or agreements issued by Grantee relating to the design, construction, operation, repair, and maintenance of the Project, provided however, such indemnity may be limited if required by the provisions of Civil Code section 2782 as follows:

"Contractor agrees and covenants to, and shall, fully indemnify, defend, and hold harmless the City of Sacramento and its officers, employees and agents from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims or judgments arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions in connection with the design, construction, operation, repair and/or maintenance of any portion of the Park by Contractor and/or its officers, employees, agents, contractors, subcontractors, or any other person or entity employed or hired by Contractor."

2.6.2 Waiver by Grantee. In addition to Grantee's obligations to indemnify, hold harmless, and defend City as set forth above, Grantee, and on behalf of its assigns, transferees, and successors, hereby waives and releases any and all claims of whatever sort or nature that may arise against City or its officers, employees and agents in connection with Grantee's design, construction, operation, repair and/or maintenance of the Park. This waiver and release shall

include any and all claims arising under Section 1542 of the California Civil Code, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, the Parties expressly acknowledge that this Agreement is intended to release and extinguish, without limitation, all Claims as described in this Section 2.6 which the Parties do not know or suspect to exist. The provisions of this Section 2.6.2 shall survive expiration of this Agreement.

2.7 Warranty. Grantee shall obtain from its contractor a warranty that the Project Improvements will be free from any defects in materials and workmanship for a period of one (1) year following the date of Final Acceptance. Notwithstanding the foregoing, the warranty excludes damages or defects caused by: (i) ordinary wear and tear of the Project Improvements under normal usage, (ii) abuse or neglect by other persons, and (iii) vandalism and acts of God.

ARTICLE III GRANT AND FUND DISBURSMENT

3.0 Grant. The City has awarded two grants using Measure U proceeds for the costs to design and construct the Project Improvements in the total amount of \$2,250,000. The First Grant of \$350,000 was awarded and is to be disbursed under a prior separate agreement. The Second Grant of \$1,900,000 (the "**Grant Funds**") is awarded and will be disbursed under this Agreement. Payment of the Grant Funds will be made to the Project Administrator as the fiscal agent for Grantee.

3.1 City's Costs. In addition to Grantee's costs to plan, design and construct the Project Improvements as set forth in this Agreement, Grantee shall also fund City costs to fence the Phase 2 project site to prevent homeless encampments until the lease term commences, and City staff costs to review and approve the Project Plans, bid documents, contract award, and inspect the work, as well as oversee the soil remediation. The estimated City costs are listed in **Exhibit C**. City may withhold this amount from the Grant Funds available for disbursement for the Project Improvements. The Parties acknowledge and agree that the amount of the City staff Project costs is only a good faith estimate and that City does not guarantee that this amount will be sufficient to cover City's staff costs to perform the tasks set forth in **Exhibit B**. If during the term of this Agreement City determines that additional funds will be required to complete the City tasks, City will notify Grantee and the Parties shall meet to determine whether to amend the Final Budget.

3.2 Payment of Grant Funds. Grantee may request draws of previously paid design cost for the Project Improvements after this Agreement is executed. Thereafter, Grantee may request payment for the work set forth in this Agreement for the preparation of the Project Plans and construction costs for the Project Improvements not more frequently than monthly. Grantee shall prepare a payment schedule based on the design consultant contract and the construction contractor's bid and schedule of values to allow for the Grant Funds to be disbursed in advance to allow for timely payment of consultant and contractor invoices. Upon City's approval of the payment schedule, and as it may be revised during the term of this Agreement, Grantee may submit invoices for a draw request and City shall pay the Project Administrator in accordance with the payment schedule.

Grantee shall provide City evidence to support the costs in the invoice including consultant, contractor, subcontractor, and material supplier invoices. City shall have the right, but not the obligation, to perform an inspection of the Project Improvements to verify work invoiced has been completed. Such inspection shall take place within 10 business days of the submittal of each draw. City's approval of a draw request shall not be unreasonably withheld, delayed or conditioned. City shall promptly notify Grantee of any adverse findings of the inspection, the basis for such findings, and percentage of the draw disallowed, if any. Grantee shall have the right to request the City meet and confer to address any such disallowance and to present further evidence, if any, supporting the draw request. In no event shall the total amount of reimbursements provided from any funding source identified in this Agreement or any other public financing mechanism exceed the total amount of the Project Improvement costs actually incurred by Grantee and approved in writing by City.

Except as otherwise expressly provided herein, City's obligation hereunder to provide reimbursement is limited to the source of funds described above to the extent funds are available. Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, City's general or special funds, or any other funds in the hands of City or its accounts now and in the future, except as otherwise expressly provided herein.

3.3 Project Cost Verification. The City has the right to verify whether the costs of the services, materials and work performed for the design and construction of the Project Improvements have been actually incurred and paid for by the Grantee. Within thirty (30) days after Final Acceptance of the Project Improvements, Grantee shall provide City with copies of all contracts, change orders, and invoices for the costs of the work, and such other documentation as may be requested by City, to verify the costs incurred by Grantee. City's approval and verification of Project Costs shall not be unreasonably withheld, delayed or conditioned. If Grantee fails to provide copies of all contracts, change orders, and invoices for the costs of the work, and such other documentation as may reasonably be requested by City, to verify the Project Costs incurred by Grantee no later than ninety (90) days after Final

Acceptance of Project Improvements, City may withhold reimbursement of the remaining Grant Funds, if any, until such documentation is submitted.

ARTICLE IV MISCELLANEOUS

4.0 Entire Agreement. This Agreement represents the entire agreement of the Parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

4.1 Notices. Any demand upon or notice required or permitted to be given by one Party to the other Party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one Party to the other Party shall be effective (a) on personal delivery, (b) on the second business day after mailing by certified or registered United States Mail, return receipt requested or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the Party at the address shown below:

| | |
|--------------------|---|
| <u>If to City:</u> | Director Youth, Parks & Community Enrichment New City Hall, 3rd floor 915 I Street Sacramento, CA 95814 |
|--------------------|---|

| | |
|-----------------------|---|
| <u>If to Grantee:</u> | Mutual Assistance Network Attn: Executive Director 811 Grand Ave, Ste A3 Sacramento CA 95838 |
|-----------------------|---|

4.2 Alternative Dispute Resolution. Any dispute or controversy between the Parties to this Agreement relating to the interpretation and enforcement of their rights and obligations may be resolved by mediation or arbitration by a Party serving a Notice of Dispute ("Notice") on the other Party. The Notice shall describe the nature of the dispute and specify whether mediation or non-binding arbitration procedure is preferred. The Parties shall first attempt in good faith and use their best efforts to reach agreement on the matters in dispute.

If mediation is requested in the Notice, within fifteen (15) days of the mailing of the Notice, the Party serving the Notice shall attempt to employ the services of a third person ("Mediator") mutually acceptable to the Parties to conduct such mediation. The cost of the Mediator shall be borne equally by the Parties. The mediation shall take place within thirty (30)

days after the appointment of the Mediator. If the Parties are unable to agree on a Mediator, then the dispute may be referred to arbitration.

The Party serving the Notice may request that the dispute be resolved by arbitration, which shall be conducted by Judicial Arbitration and Mediation Services (JAMS). The arbitration shall be held and conducted in Sacramento, California before an arbitrator selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after referral to arbitration, then such arbitrator shall be appointed by the Presiding Judge of the Superior Court of Sacramento County as soon as practicable. The arbitration shall comply with the following requirements:

(a) Any referral to arbitration shall be barred after the date that institution of legal or equitable proceedings based on the subject controversy or dispute would be barred by the applicable statute of limitations.

(b) The arbitrator appointed must be a former or retired judge or an attorney with at least ten (10) years' experience in real property, commercial, and municipal law.

(c) The arbitrator shall prepare in writing and provide to the Parties factual findings and the reasons on which the decision of the arbitrator is based.

(d) The matter shall be heard by the arbitrator and the final decision by the arbitrator must be made within ninety (90) days from the date of the appointment of the arbitrator. The arbitration hearing date shall be established by the arbitrator, which date must be within such period of time that the arbitrator, in his or her sole discretion, determines to be sufficient to meet the foregoing time constraints.

(e) Costs and fees of the arbitrator and court reporter, if any, shall be borne equally by the Parties. The cost of preparing any transcript of the proceedings shall be the responsibility of the Party or Parties requesting such preparation.

(f) The award or decision of the arbitrator shall be non-binding.

(g) The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, commencing with Section 1282 and including Section 1283.05, and successor statutes, permitting, among other things, expanded discovery proceedings shall be applicable to all disputes that are arbitrated under this Section 4.2.

4.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or default are due to war, acts of terrorism, insurrection, strikes,

walkouts, riots, energy shortages, energy rationing, floods, drought, rain, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted for the period of the enforced delay, or for such longer period as may be mutually agreed upon.

4.4 Exhibits. All exhibits attached hereto are hereby incorporated by reference herein.

4.5 Relationship Between Parties. Grantee and the City agree that (a) the relationship between them is, is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of a private Grantee as to Grantee and a public agency as to the City and (b) no Party is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any other Party or any of its affiliates and no Party intends to ever assume such status.

4.6 No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity, which is not a Party hereto, and the Parties hereto expressly disclaim any such third-Party benefit.

4.7 Governing Law and Venue. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sacramento County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

4.8 Counterparts and Digital Signatures. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page. A facsimile or other electronic signature shall be deemed an original signature.

4.9 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

4.10 Authority to Bind. Each person signing this Agreement warrants that it is authorized to bind its respective Party on whose behalf they sign.

4.11 Time is of the Essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO

By: _____
Director
Youth, Parks, & Community Enrichment
For: Howard Chan, City Manager

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

ATTEST:

By: _____
Assistant City Clerk

GRANTEE

By: _____
Danielle Lawrence
Executive Director

PROJECT ADMINISTRATOR

By: _____
Chet P Hewitt
President & CEO

EXHIBIT A **PROJECT IMPROVEMENTS AND PROJECT COST ESTIMATE**



| | |
|---|---------------------|
| Mutual Assistance Network Del Paso Heights Conceptual Estimate OVERALL SUMMARY | 16171 2018.06.01 |
|---|---------------------|

| ITEM NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|-----------------|------------------|------|--------------------|-----------------|--------------------|
| 1 | PHASE 1 | LS | LUMP SUM | 569,100.00 | 569,100 |
| 2 | PHASE 2 | LS | LUMP SUM | 1,636,808.00 | 1,636,808 |
| SUBTOTAL | | | | | \$2,205,908 |

OWNER'S/OTHER COSTS PHASE 1

| | | | | | |
|----------------------|--|----|----------|-----------|------------------|
| 1 | DESIGN FEE PHASE 1 | LS | LUMP SUM | 45,000.00 | 45,000 |
| 2 | CITY PERMITS PHASE 1 | LS | LUMP SUM | 25,000.00 | 25,000 |
| 3 | MATERIAL TESTING PHASE 1 | LS | LUMP SUM | 3,000.00 | 3,000 |
| 4 | CONSTRUCTION CONTINGENCY PHASE 1 (5%)* | LS | LUMP SUM | 28,455.00 | 28,455 |
| SUBTOTAL | | | | | \$101,455 |
| PHASE 1 TOTAL | | | | | \$670,558 |

OWNER'S/OTHER COSTS PHASE 2

| | | | | | |
|----------------------|--|----|----------|-----------|--------------------|
| 1 | DESIGN FEE PHASE 2 | LS | LUMP SUM | 45,000.00 | 45,000 |
| 2 | CITY PERMITS PHASE 2 | LS | LUMP SUM | 25,000.00 | 25,000 |
| 3 | MATERIAL TESTING PHASE 2 | LS | LUMP SUM | 3,000.00 | 3,000 |
| 4 | CONSTRUCTION CONTINGENCY PHASE 2 (5%)* | LS | LUMP SUM | 81,840.40 | 81,840 |
| SUBTOTAL | | | | | \$154,840 |
| PHASE 2 TOTAL | | | | | \$1,791,648 |

| | |
|--------------------|--------------------|
| GRAND TOTAL | \$2,462,203 |
|--------------------|--------------------|

| | | | | | |
|---|--|----|----------|------------|---------|
| 1 | ADD ALTERNATE (BATTING CAGES, BULLPEN, AND CONCRETE) | LS | LUMP SUM | 100,000.00 | 100,000 |
|---|--|----|----------|------------|---------|

EXPLANATION :

- * Construction Contingency is being added to protect from unforeseen conditions that may come up during construction

Prepared by Siegfried

Page 1 of 5
2018-05-24 Cost Estimate

Del Paso Heights Sports Complex
at Robertson Park Agreement



Mutual Assistance Network
Del Paso Heights

16171
2018.06.01

Conceptual Estimate
PHASE 1

| ITEM NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|----------|---|------|--------------------|-----------------|------------------|
| 1 | MOBILIZATION | LS | LUMP SUM | 10,000.00 | 10,000 |
| 2 | TEMPORARY FENCE (TYPE CL-6) | LF | 1700 | 4.00 | 6,800 |
| 3 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM | 500.00 | 500 |
| 4 | CONSTRUCTION STAKING | LS | LUMP SUM | 4,000.00 | 4,000 |
| 5 | SWPPP | LS | LUMP SUM | 2,500.00 | 2,500 |
| 6 | CLEAR AND GRUB | SF | 83,500 | 0.10 | 8,350 |
| 7 | ROUGH GRADING | SF | 83,500 | 0.25 | 20,875 |
| 8 | SEED | SF | 57,700 | 0.20 | 11,540 |
| 9 | BLECAVATOR AMENDMENTS | SF | 83,500 | 0.50 | 41,750 |
| 10 | FINISH GRADE | SF | 83,500 | 0.20 | 16,700 |
| 11 | INFIELD FINES | SF | 25,800 | 4.50 | 116,100 |
| 12 | IRRIGATION MODIFICATIONS | LS | LUMP SUM | 25,000.00 | 25,000 |
| 13 | REMOVE CONCRETE | SF | 5,805 | 5.00 | 29,025 |
| 14 | REMOVE / REPLACE ASPHALT | SF | 490 | 15.00 | 7,350 |
| 15 | REMOVE CHAINLINK FENCE | LF | 290 | 5.00 | 1,450 |
| 16 | REMOVE BACKSTOP | EA | 1 | 5,000.00 | 5,000 |
| 17 | 4" PVC SUBDRAIN | LF | 250 | 25.00 | 6,250 |
| 18 | 8" PVC STORM DRAIN | LF | 175 | 40.00 | 7,000 |
| 19 | STORM DRAIN CLEAN OUT | EA | 2 | 1,000.00 | 2,000 |
| 20 | CONNECT TO EXISTING STORM DRAIN INLET | EA | 1 | 3,500.00 | 3,500 |
| 21 | INSTALL PEDESTRIAN CONCRETE | SF | 6,115 | 12.00 | 73,380 |
| 22 | INSTALL CONCRETE MOW CURB | LF | 810 | 20.00 | 16,200 |
| 23 | INSTALL 6' PERIMETER CHAINLINK FENCE | LF | 810 | 55.00 | 44,550 |
| 24 | INSTALL 6' DUGOUT CHAINLINK FENCE | LF | 96 | 55.00 | 5,280 |
| 25 | INSTALL 8' DUGOUT / INFIELD CHAINLINK FENCE | LF | 200 | 65.00 | 13,000 |

Prepared by Siegfried

Page 2 of 5
2018-05-24 Cost Estimate

Del Paso Heights Sports Complex
at Robertson Park Agreement

| ITEM NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|----------|---|------|--------------------|-----------------|------------------|
| 26 | INSTALL DUGOUT CHAINLINK GATE | EA | 2 | 1,500.00 | 3,000 |
| 27 | INSTALL 8' PLAYER'S BENCH WITHOUT BACK | EA | 4 | 800.00 | 3,200 |
| 28 | INSTALL 20' HIGH BACKSTOP | LS | LUMP SUM | 50,000.00 | 50,000 |
| 29 | INSTALL BLEACHERS (5 ROWS MAX) | EA | 2 | 2,000.00 | 4,000 |
| 30 | INSTALL ACCESSIBLE PARKING SIGNAGE | EA | 2 | 400.00 | 800 |
| 31 | INSTALL ACCESSIBLE PARKING STRIPING | LS | LUMP SUM | 1,000.00 | 1,000 |
| 32 | INSTALL ACCESSIBLE RAMP | EA | 2 | 2,000.00 | 4,000 |
| 33 | INSTALL TRUNCATED DOMES | SF | 24 | 100.00 | 2,400 |
| 34 | TREE (DONATED AND INSTALLED BY OTHERS) | EA | 25 | 0.00 | 0 |
| 35 | INSTALL TREE BUBBLER | EA | 25 | 75.00 | 1,875 |
| 36 | LANDSCAPE MAINTENANCE (90-DAY ESTABLISHMENT PERIOD) | SF | 83,500 | 0.10 | 8,350 |
| 37 | BARK MULCH | CY | 25 | 55.00 | 1,375 |
| 38 | CONTRACTOR BONDING (2%) | LS | LUMP SUM | 11,000.00 | 11,000 |
| SUBTOTAL | | | | | \$569,100 |



SIEGFRIED

Mutual Assistance Network
 Del Paso Heights
 Conceptual Estimate
 PHASE 2

16171
 2018.06.01

| ITEM NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|----------|---|------|--------------------|-----------------|------------------|
| 1 | MOBILIZATION | LS | LUMP SUM | 30,000.00 | 30,000 |
| 2 | TEMPORARY FENCE (TYPE CL-6) | LF | 2800 | 4.00 | 10,400 |
| 3 | CONSTRUCTION AREA SIGNS | LS | LUMP SUM | 500.00 | 500 |
| 4 | CONSTRUCTION STAKING | LS | LUMP SUM | 12,000.00 | 12,000 |
| 5 | SWPPP | LS | LUMP SUM | 5,000.00 | 5,000 |
| 6 | CLEARING AND GRUB | SF | 255,500 | 0.10 | 25,550 |
| 7 | ROUGH GRADING | SF | 255,500 | 0.25 | 63,875 |
| 8 | SEED | SF | 127,900 | 0.20 | 25,580 |
| 9 | BLECAVATOR AMENDMENTS | SF | 127,900 | 0.50 | 63,950 |
| 10 | FINISH GRADE | SF | 255,500 | 0.20 | 51,100 |
| 11 | INFIELD FINES | SF | 51,000 | 4.50 | 229,500 |
| 12 | SOIL AMENDMENTS | SF | 127,900 | 0.90 | 115,110 |
| 13 | INSTALL IRRIGATION | SF | 127900 | 1.25 | 159,875 |
| 14 | IRRIGATION CONTROLLER | EA | 1 | 15,000.00 | 15,000 |
| 15 | DRAINAGE | SF | 255,500 | 0.50 | 127,750 |
| 16 | GRAVEL PARKING LOT | CY | 615 | 65.00 | 33,475 |
| 17 | INSTALL REDWOOD HEADER | LF | 1,300 | 8.00 | 10,400 |
| 18 | INSTALL ASPHALT (ACCESSIBLE PARKING) | SF | 1,140 | 10.00 | 11,400 |
| 19 | INSTALL PEDESTRIAN CONCRETE | SF | 13,600 | 12.00 | 163,200 |
| 20 | INSTALL VERTICAL CURB | LF | 100 | 25.00 | 2,500 |
| 21 | INSTALL CONCRETE MOW CURB | LF | 1,240 | 20.00 | 24,800 |
| 22 | INSTALL 6' PERIMETER CHAINLINK FENCE | LF | 1,240 | 55.00 | 68,200 |
| 23 | INSTALL 6' DUGOUT CHAINLINK FENCE | LF | 190 | 55.00 | 10,450 |
| 24 | INSTALL 8' DUGOUT / INFIELD CHAINLINK FENCE | LF | 350 | 65.00 | 22,750 |
| 25 | INSTALL DUGOUT CHAINLINK GATE | EA | 4 | 1,500.00 | 6,000 |

Prepared by Siegfried

Page 4 of 5
 2018-05-24 Cost Estimate

Del Paso Heights Sports Complex
 at Robertson Park Agreement

| ITEM NO. | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|-----------------|---|------|--------------------|-----------------|--------------------|
| 26 | INSTALL 8' PLAYER'S BENCH WITHOUT BACK | EA | 8 | 800.00 | 6,400 |
| 27 | INSTALL 20' HIGH BACKSTOP | EA | 2 | 50,000.00 | 100,000 |
| 28 | INSTALL BLEACHERS (5 ROWS MAX) | EA | 6 | 2,000.00 | 12,000 |
| 29 | ORNAMENTAL STREET FENCING | LF | 600 | 100.00 | 60,000 |
| 30 | INSTALL 16' FENCE WITH NETTING | LF | 180 | 200.00 | 36,000 |
| 31 | INSTALL ACCESSIBLE PARKING SIGNAGE | EA | 4 | 400.00 | 1,600 |
| 32 | INSTALL PARKING STRIPING | LS | LUMP SUM | 3,000.00 | 3,000 |
| 33 | INSTALL ACCESSIBLE RAMP | EA | 2 | 2,000.00 | 4,000 |
| 34 | INSTALL TRUNCATED DOMES | SF | 150 | 100.00 | 15,000 |
| 35 | TREE (DONATED AND INSTALLED BY OTHERS) | SF | 45 | 0.00 | 0 |
| 36 | INSTALL TREE BUBBLER | EA | 45 | 75.00 | 3,375 |
| 37 | LANDSCAPE MAINTENANCE (90-DAY ESTABLISHMENT PERIOD) | SF | 127,900 | 0.10 | 12,790 |
| 38 | BARK MULCH | CY | 250 | 55.00 | 13,750 |
| 39 | ELECTRICAL | LS | 1 | 50,000.00 | 50,000 |
| 40 | CONTRACTOR BONDING (2%) | LS | 0 | 1,526,365.00 | 30,528 |
| SUBTOTAL | | | | | \$1,636,808 |

Prepared by Siegfried

Page 5 of 5
2018-05-24 Cost Estimate

Del Paso Heights Sports Complex
at Robertson Park Agreement

EXHIBIT B TASKS ALLOCATION

Filled-in squares designate which Party has agreed to take responsibility for the completion of each specified task.

| | |
|------|---------|
| | |
| City | Grantee |

A. CONCEPTUAL DESIGN PHASE

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Survey of Park Site (inc. topo mapping and property line verification). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Preparation of initial cost estimate for construction of the Project. |

B. PARK DESIGN PLAN PREPARATION PHASE

- | | | |
|--------------------------|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Development of design plans. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Preparation of specifications. |

C. CONSTRUCTION DOCUMENT PHASE

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Hazardous substance remediation plan. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Preparation of bid documents. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Preparation of construction cost estimate and project timeline. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Review of construction documents and specifications. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Submittal for Building Permit (to City Community Development Department, Building Division). |

D. BID DOCUMENT PHASE

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Administer bidding process. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. City approval of bidder and contract award. |

E. CONSTRUCTION PHASE (Field Work)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Project staking. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Construction inspection (always by City Park Planning and Development Services). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Construction administration (City's Project Manager and Grantee's Site Superintendent). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Final Inspection. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Site cleanup and walkthrough (with City in attendance). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Warranty administration. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Submit labor compliance to City on a monthly basis. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. Submit Project Cost verification documents. |

**EXHIBIT C
CITY STAFF COSTS**

City Costs

| Staff Costs (includes overhead*) | | |
|---|----------------------------------|------------------------|
| 201 | Design Review | \$ 35,000 |
| 501 | Construction Inspection | \$ 25,000 |
| 505 | Labor Compliance Oversight | \$ 2,000 |
| 508 | Construction Management | \$ 20,000 |
| | Remediation Oversight and County | \$ 10,000 |
| | Temporary fencing | \$ 17,000 |
| | Abandonment/Lot Merger | \$ 13,680 |
| | | <i>Total</i> \$122,680 |

| | |
|--|------------------|
| Total City Costs to be Deducted from Second Grant | \$122,680 |
|--|------------------|

**EXHIBIT D
REPRESENTATIVES**

City:

City of Sacramento
Park Planning & Development Services
915 "I" Street, 3rd Floor
Sacramento, CA 95814

Project Manager: Raymond Costantino
Office Phone: (916) 808-1941
e-mail: rcostantino@cityofsacramento.org

Grantee:

The Mutual Assistance Network of Del Paso Heights

Site Superintendent:
Office Phone:
e-mail:

EXHIBIT E
PERFORMANCE BOND FORM

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Parks and Recreation

Bond No.: _____
Premium: _____
Page 1 of 2

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has entered into the Robertson Park Sports Complex Grant and Construction Agreement ("Contract") with The Mutual Assistance Network of Del Paso Heights which has hired

_____ (full name and address of Contractor);

as principal, hereinafter called Contractor, which is a contract for construction of the Robertson Park Sports Complex, which Contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:

_____,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

_____ DOLLARS (\$ _____),
for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect.

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

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

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

(Contractor) (Seal)
By: _____
Title: _____

(Surety) (Seal)
By: _____
Title: _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

**FIRST AMENDMENT TO GROUND LEASE
ROBERTSON PARK SPORTS COMPLEX**

THIS FIRST AMENDMENT (the "Amendment") is made as of _____, 2019, by and between the CITY OF SACRAMENTO, a municipal corporation, ("CITY") and THE MUTUAL ASSISTANCE NETWORK OF DEL PASO HEIGHTS, a California non-profit corporation ("TENANT") with regard to Ground Lease for the Robertson Park Sports Complex.

BACKGROUND

- A. The above-named parties entered into the Robertson Park Sports Complex Ground (the "Principal Agreement"), dated July 30, 2019 (City Agreement No. 20190870 for lease of the existing ballfield at Robertson Park and the option to lease five vacant parcels of land abutting the park to build two new ballfields (collectively the "Premises") for the establishment of the Robertson Park Sports Complex.
- B. The Parties desire to amend the Principal Agreement to include the "Additional Property" as defined in the Principal Agreement and to set the expiration date so that it will coincide with the expiration date of the Robertson Community Center, which is also leased by Tenant and its planned use to support the Sports Complex operations.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

- 1. **Definition of Premises.** Section 1.14 of the Principal Agreement is amended to read as follows:

"1.14 "Premises" shall mean all of the following: (1) the Ballfield in its condition as of the Effective Date, all rights and easements appurtenant to that portion of the Robertson Park property, (2) the Additional Property, and (3) all Improvements TENANT will undertake to the Premises under the terms of this LEASE. For purposes of identification, the Premises is depicted on **Exhibit B** and on the site map attached as **Exhibit C.**"

- 2. **Termination Date.** Notwithstanding the provisions in Section 2.02, the LEASE shall terminate on September 30, 2039. Section 1.19 of the Principal Agreement is amended to read as follows:

"1.19 "Termination Date" shall mean twenty (20) years from the date that TENANT is expected to commence occupancy of the Premises, which is October 1, 2019, so this LEASE shall terminate on September 30, 2039."

- 3. **Entire Agreement.** This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement not modified by this Amendment shall remain in full force and effect.

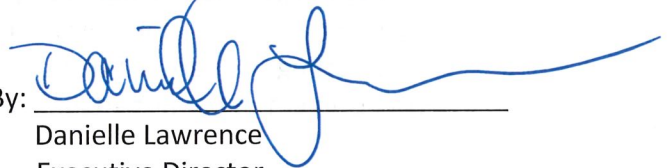
4. **Authorization.** Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO,
a municipal corporation

By: _____
Director
Youth, Parks, & Community Enrichment Dept.
For: Howard Chan, City Manager

**THE MUTUAL ASSISTANCE
NETWORK OF DEL PASO HEIGHTS,**
a California non-profit corporation

By:  _____
Danielle Lawrence
Executive Director

Attest:

By: _____
Assistant City Clerk

Approved as to form:

By:  _____
Senior Deputy City Attorney

**SECOND AMENDMENT TO LEASE
ROBERTSON COMMUNITY CENTER**

THIS SECOND AMENDMENT (the "Amendment") is made as of _____, 2019, by and between the CITY OF SACRAMENTO, a municipal corporation, ("CITY") and THE MUTUAL ASSISTANCE NETWORK OF DEL APSO HEIGHTS, a California non-profit corporation ("ORGANIZATION") with regard to the possession, use, operation and maintenance of the Robertson Community Center ("Center") located at Robertson Community Park.

BACKGROUND

- A. The above-named parties entered into the Robertson Community Center Lease (the "Principal Agreement"), dated September 13, 2016 (City Agreement No. 20161-1086) for use of the building commonly known as the Robertson Community Center (the "Premises") for adult and youth recreation and education programs offered by ORGANIZATION.
- B. The Principal Agreement was amended to acknowledge removal of the weight equipment from the gym due to the deteriorated condition of the equipment and for use of the gym for exercise classes.
- C. The Principal Agreement is set to expire on August 31, 2019. ORGANIZATION was issued a 20 year ground lease for the ballfield at Robertson Park and five vacant abutting parcels to develop two new ballfields to establish the Robertson Park Sports Complex. The Community Center will be used to support the operation of the Sports Complex. Therefore, it is desirable that the term of the lease for the Community Center coincide with the term of the ground lease for the Sports Complex. However, under City Code section 3.68.110 D, leases of CITY property without bids to a non-profit community organization cannot exceed 10 years. Therefore, an option to extend the Community Center lease for an additional 10 years is provided to ORGANIZATION under this Second Amendment.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

- 1. **Term.** Section 1, Term, of the Principal Agreement is amended to read as follows:
 - "1. TERM
 - A. This Agreement shall be effective on September 15, 2016 and shall expire on September 30, 2029, (the "Initial Term") unless extended by mutual agreement or sooner terminated by either Party by providing at least sixty (60) days advance written notice to the other Party in the manner specified in Section 5 and specifying the date of termination.

- B. ORGANIZATION is entitled to one additional 10 year option to extend the Term of the Lease by giving written notice to CITY at least ninety (90) days, but not more than one (1) year, before the expiration of the Initial Term, if: (i) ORGANIZATION's lease with CITY for the Robertson Park Sports Complex is in effect, (ii) ORGANIZATION is not in default of its obligations under this Lease; and (iii) CITY approves the extension.
- C. ORGANIZATION shall have the right to terminate the Lease for its convenience at any time during the Term by providing CITY with at least ninety (90) days prior written notice and specifying the effective date the Lease will terminate. CITY, in its sole discretion, may allow a shorter notice period for ORGANIZATION to terminate the Lease for its convenience.
- D. CITY shall have the right to terminate the Lease for its convenience as expressly set forth in Section 3 if major repairs are required for continued use of the Center and the parties do not have sufficient funding to undertake such repairs, or if the building is substantially damaged by fire or other casualty.
- E. At the end of the Term of this Agreement, ORGANIZATION shall surrender to CITY the Center and all fixtures, furniture and equipment, and any improvements located thereon in good condition, ordinary wear and tear excepted.

2. **Entire Agreement.** This Amendment constitutes the entire agreement, and supercedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement not modified by this Amendment shall remain in full force and effect.

3. **Authorization.** Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.


[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO,
a municipal corporation

**THE MUTUAL ASSISTANCE NETWORK
OF DEL PASO HEIGHTS,**
a California non-profit corporation

By: _____
Director
Youth, Parks, & Community Enrichment
For: Howard Chan, City Manager

By:  _____
Danielle Lawrence
Executive Director

Attest:

By: _____
Assistant City Clerk

Approved as to form:

By:  _____
Senior Deputy City Attorney

RESOLUTION NO. 2019-

Adopted by the Sacramento City Council

Approving the Grant and Construction Agreement for the Del Paso Heights Sports Complex at Robertson Park; Approving the Robertson Park Sports Complex First Amendment to the Ground Lease Agreement; Approving the Second Amendment to the Robertson Community Center Lease with the Mutual Assistance Network of Del Paso Heights; and, Fund CIP

BACKGROUND:

- A. On July 30, 2019, City Council approved a 20 year ground lease with Mutual Assistance Network (MAN) for Phase 1 of Robertson Park to renovate the large existing lighted baseball field and soccer field at Robertson Park.
- B. Phase 2 is the amendment of the ground lease to add five vacant parcels to the existing field under this Agreement. These five parcels are referred to in the lease as the “additional land.”
- C. The Phase 2 project is the construction of two new little league sized baseball fields, which can also be used for softball, and a new parking lot on the additional land and fencing to complete the “Del Paso Heights Sports Complex” at Robertson Park. The Phase 2 project is estimated to cost \$1,791,648 and under this amended Agreement the City is providing a grant in the amount of \$1.9 million.
- D. The First Grant did not cover all of the costs for the Phase 1 project, and the cost estimate for the Phase 2 project did not include remediation of the hazardous substances on the additional land or the City’s staff costs to review the design plans and oversee the construction work. The Second Grant is intended to be used to also cover all or part of these additional costs.
- E. The Community Center Lease Agreement is set to expire on August 31, 2019. The Community Center will be used to support the operation of the Sports Complex. The term of the lease for the Community Center has been extended by 10 years to coincide with the term of the ground lease for the Sports Complex.

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

- Section 1. Grant and Construction Agreement for the Del Paso Heights Sports Complex at Robertson Park covers the costs for the Phase 1 project, and the cost estimate for the Phase 2 for the remediation of the hazardous substances on the additional land and the City's staff costs to review the design plans and oversee the construction work.
- Section 2. Robertson Park Sports Complex First Amendment to the Ground Lease Agreement to include the "Additional Property" as defined in the Principal Agreement and to set the expiration date so that it will coincide with the expiration date of the Robertson Community Center.
- Section 3. Second Amendment to the Robertson Community Center Lease with the Mutual Assistance Network of Del Paso Heights to coincide with the term of the ground lease for the Sports Complex an additional 10 years.