



Contract Purchase Agreement 3003449

Supplier Details:

Company Triangle Properties Inc
Contact Barry Baba
Address 3500 American River Dr

Sacramento, CA 95864

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3003449

Agreement	3003449
Agreement Date	10-JAN-2024
Revision	0
Agreement Amount	213,970.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Triangle Properties Inc**
 3500 American River Dr

Sacramento, CA 95864
Phone: (916) 480-5055
Fax: ()
Email: bbaba@teichert.com

Description of Labor, equipment and/or materials THE CONTRACTOR SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE SVCC 75 LLC REQUEST FOR PROPOSALS (RFP) ISSUED 9/8/23 AND CONTRACTOR'S BID THERETO TITLED "BID SUBMITTAL FOR WETLAND AND RIPARIAN MITIGATION PLAN, SVLC 23 PROPERTY" DATED 10/12/23 AND COST PROPOSAL TITLED, "WETLAND AND RIPARIAN MITIGATION PLAN, SVLC 23 PROPERTY (A.K.A SIERRA VIEW WESTPARK) - PHASE 2 MAINTENANCE" DATED 12/15/23 (HEREIN AFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE SVCC 75 LLC RFP AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
 END DATE: FIVE YEARS FROM CONTRACT EXECUTION DATE

PLEASE CONTACT TARA GEE AT (916) 774-5253 OR TGEE@ROSEVILLE.CA.US OR ALEXIS PRIEST AT (916) 774-5245 OR APRIEST@ROSEVILLE.CA.US IN THE PARKS, RECREATION & LIBRARIES DEPARTMENT FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13430	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		Erica Kaminski Phone 1-916-746-1108			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

- 20. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
- 21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
- 22. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
- 23. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00839358

Contractor License No. 1019754

DIR Registration No. 1000043924

Check mark the applicable company type below:

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 1/30/24 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution - \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier

Signature: 

Print Name: DANA DAVIS

Title: VP

Date: 1-23-24

Supplier

Signature: 

Print Name: Paula D. James

Title: Secretary

Date: 1-25-24

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

CALIFORNIA 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 January 23, 2024 before me, Rachel P. Ordonez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dana Davis
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.

Place Notary Seal and/or Stamp Above

Signature *Rachel P. Ordonez*
Signature of Notary Public

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: _____

CALIFORNIA 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 January 25, 2024 before me, Rachel P. Ordonez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paula D. James
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.

Place Notary Seal and/or Stamp Above

Signature *Rachel P. Ordonez*
Signature of Notary Public

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: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

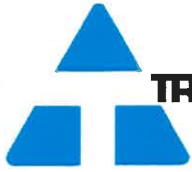
Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



TRIANGLE PROPERTIES, INC.

License No. 1019754

12 October 2023

SVCC 75 LLC
1430 Blue Oaks Boulevard, Suite 190
Roseville, CA 95747

Subject: Bid Submittal for Wetland and Riparian Mitigation Plan, SVLC 23 Property

Triangle Properties, Inc. (Triangle) is pleased to submit this bid proposal SVCC 75, LLC for Phase 1 Improvements and Phase 2 Maintenance of the ***Wetland and Riparian Mitigation Plan, SVLC 23 Property***. The enclosed bid proposal is based on bid documents released on September 08, 2023 and Addenda 1, 2, and 3. Also attached is our Statement of Qualifications to demonstrate Triangle is qualified to perform the work.

Triangle is excited and committed to working with SVCC 75, LLC to restore and maintain its mitigation sites into successful and highly functioning projects. We pride ourselves on coordinating schedules that make our work efficient and productive, which will allow us to help the SVCC 75 and the City of Roseville achieve their intended goals cost-effectively. We also remain committed to working with existing constraints and challenges to ensure success.

Barry Baba (916-417-6778; bbaba@teichert.com), Habitat Resource Manager for Triangle, would be the primary contact person for coordinating and overseeing this project. Thank you for the opportunity to submit and review our proposal. If you have any questions about our submittal or need any additional information or clarification, please do not hesitate to contact me.

Sincerely,

Triangle Properties, Inc.

Troy A. Reimche
Director of Teichert Property Holdings
Office: (916) 484-3272
treimche@teichert.com

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
PRELIMINARY COST ESTIMATE**

LANDSCAPE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	PHASE 1 IMPROVEMENTS	1	LS	101,360.00
2	PHASE 2 IMPROVEMENTS MAINTENANCE AND MONITORING	0	LS	213,970.00
SUB TOTAL				\$ 315,330.00

WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)

Phase 1 Improvements Total
(SVCC 75, LLC Contract): \$ 101,360.00

Phase 2 Maintenance Total
(City of Roseville Contract): \$ 213,970.00

GRAND TOTAL: \$ 315,330.00

Troy A. Reinche
CONTRACTOR

TROY A. REINCHE
TRIANGLE PROPERTIES, INC.
DIRECTOR OF TRICENT PROPERTY HOLDINGS

10/12/23
DATE

Statement of Qualifications



Land Restoration Services

Over 25 Years Specializing in:

- Habitat Restoration & Maintenance*
- Mine Reclamation*
- Native Grassland Revegetation*
- Native Plant Propagation*
- Wetland Construction*
- Agricultural Enhancement*
- Invasive Species Control*
- Erosion Control*
- Preserve Management*
- Land Stewardship*



California Contractor Licenses
Class A and C-27 No. 1019754

California Department of Pesticide Regulation
Pest Control Business License No. 40753

D.I.R. Registration No. 1000043924

Contact: Barry Baba	3500 American River Drive, Sacramento, CA 95864	(916) 480-5505	bbaba@teichert.com
Michael Peterson	10151 Elder Creek Road, Sacramento, CA 95829	(916) 870-4183	mpeterson@teichert.com

Company Overview



Triangle Properties, Inc. is affiliated with A. Teichert & Son, Inc. (Teichert), a construction and mining company established in 1887. Triangle Properties has been responsible for the implementation, maintenance, monitoring, enhancement, and management of land restoration projects for more than 25 years. We specialize in riparian habitat restoration, mine reclamation, wetland construction and monitoring, rare plant surveys and inventories, bitterbrush-sagebrush shrubland restoration, native and annual grassland establishment, invasive species management, native plant propagation, erosion control, and nature preserve enhancement and management.

Triangle Properties is made up of a team of highly qualified land managers, biologists, restoration field specialists, equipment operators, and laborers who pride themselves on maintaining the highest quality of standards on every project. We enjoy and maintain good working relationships with local, state, and federal agencies, including County natural resource and planning agencies, regional Habitat Conservation Plans, Resource Conservation Districts, non-profit conservancies and land trusts, the California State Mining and Geology Board, the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. As a landowner, land manager, and restoration company, we understand the importance of being safe, cost-effective, adaptive, dedicated, and proactive while also maintaining good relationships with neighbors and the community.

Triangle Properties Staff

Barry Baba (Habitat Resource Manager) has a Bachelor of Science in Natural Resource Management with a concentration in Botany and over 30 years of experience in land restoration and planning, landscape maintenance, mine reclamation, wetland construction, mitigation monitoring, rare plant surveys, invasive species surveys and management, and biological permitting and compliance. Barry started his career working on commercial landscaping and habitat restoration projects throughout the Central Valley. After working over 4 years on wetland and riparian restoration projects in the Sacramento-San Joaquin Delta with the California Department of Fish and Wildlife and over 4 years in private consulting, Barry has been working with Triangle Properties the last 25 years implementing and managing numerous habitat restoration, mine reclamation, wetland mitigation, and land management projects throughout northern California. Barry works with various government agencies, conservation organizations, private contractors/consultants, and other biological resource experts to develop relationships and implement ecological restoration projects. His expertise is in plant taxonomy, restoration ecology, habitat construction and maintenance, and the development of cost-effective mitigation strategies.

Michael Peterson (Land Restoration Supervisor) has a Bachelor of Arts in Mass Communications with 20 years of experience with Triangle Properties in ecological restoration and land management. He manages Triangle Properties' field crew, who perform all implementation and maintenance activities for various land restoration projects, including site preparation, grading, grassland seeding, tree and shrub planting, irrigation installation, herbivory management, erosion control, invasive species management, and general site maintenance. Mike is a licensed landscape contractor for the state of California (C-27) and maintains a California Pesticide Applicator License (License No. 117803) in landscape, right-of-way, and aquatic. Mike's expertise is in overall project site and staff management, equipment operation and maintenance, invasive species management, and researching and implementing the most challenging restoration projects.

Ernesto Gutierrez (Restoration Lead/Equipment Operator) has over 8 years' experience in landscape, residential construction, and ecological restoration. Ernesto began his construction career as framer building residential homes in the greater Sacramento area and California's Central Valley, before setting his sights on the landscape and restoration industry. For the past 5 years, Ernesto has been involved in all phases of the restoration business, with a primary focus on new project implementation. Ernesto is skilled in reading and deciphering project plans, grade-setting, and operation of earth-moving equipment (i.e., backhoes, scrapers, excavators, bulldozers, bobcats). Ernesto also specializes in various erosion control and other BMP activities.

James Mizoguchi (Restoration Ecologist) has a Bachelor of Science in Wildlife and Fish Conservation Biology with an emphasis in Landscape Ecology and a minor in Landscape Restoration. James has over 6 years of experience in habitat restoration, enhancement, and maintenance, field ecology, project design and implementation, invasive species surveys and management, wildlife surveys, and project management. He has worked with and for public agencies, private businesses, and non-profit organizations to successfully manage and promote the health and function of landscapes throughout

California and other states. James holds a California Pesticide Applicator License (License No. 147506) in landscape.

Our **Restoration Field Specialists, Landscape Equipment Operators, and Restoration Laborers** have various backgrounds in landscape construction and maintenance, restoration ecology, and agricultural farming. Several have been with Triangle Properties for 10 to 20 years. Our field crew specializes in native tree and shrub planting, native and annual grass/forb seeding, irrigation installation and repairs, wetland construction/grading, invasive species management, mowing and weed-eating, herbivory control, erosion control, general site maintenance, and equipment/tools operation and maintenance. The restoration and labor crew are experienced in operating and maintaining various equipment, including but not limited to:

- Trucks, trailers, ATVs, UTVs, and boats
- Construction equipment (excavators, skip loaders, backhoes, dozers, bobcats, etc.)
- Herbicide application equipment, including truck- and ATV-mounted sprayers, backpack sprayers, and tree injection equipment
- Temporary and permanent irrigation systems (pumps, valves, hoses)
- Power tools (string-trimmers, chainsaws, chippers, and mowers)
- Various hand tools (shovels, pruners, belly grinders)

Our restoration field crew is unique in that each member values ecological restoration processes, are trained in native and non-native plant identification, and enjoy working in a field that allows them to get their hands dirty, work safely both as a team and individually, and contribute to restoring our native landscapes.



Partial List of Projects



Granite Morrison Creek Project, Sacramento County

Reconstruction, realignment, and enhancement of over one mile of Morrison Creek channel, 2014-2019. Project includes over 3,000 plantings for oak tree mitigation, supplemented by over 20,000 associated riparian tree, shrub, and herbaceous plantings. Project is in its 8th year of monitoring (also by Triangle) and will be placed in a conservation easement at the end of the 10-year monitoring performance period.



Vernal Pool Construction, Lincoln, Placer County

Construction of over 160 vernal pools totaling 18 acres. Completed in 1997, followed by 10-year post-construction monitoring completed in 2007. All 160+ pools were successful and functioning equal to or better than natural (reference) vernal pools. Presently compiling a post-20-year scientific monitoring report.



Bitterbrush-Sagebrush Reclamation, Truckee, Nevada County

Ongoing mining and reclamation site totaling over 120 acres. Reclamation occurring in phases as mining is completed. Revegetation includes on-site native seed collecting and broadcast seeding with various native shrubs, forbs, and grasses. Also includes low-density planting of Jeffrey pine seedlings. Site is certified noxious weed-free and is currently being monitored in phases as reclamation areas are completed.



Martis Creek Wildlife Area Restoration, Truckee, Placer County

Floodplain restoration on 5 acres spanning over 2 miles along Martis Creek. Project goals were to improve the hydrologic and ecosystem processes in the Wildlife Area, including floodplain connectivity, groundwater storage, enhanced critical habitat, and reduced erosion and sedimentation. Construction completed in 2019, including placement of log structures, railcar bridge installation, bioengineered check dams, buried grade log controls, and planting of willow and wetland plugs.



Muller 90-Acre Reclamation, Woodland, Yolo County

A mine reclamation project featuring constructed open water, emergent marsh, riparian woodland, grassland habitats, and a native hedgerow. Habitat was also created for the federally endangered valley elderberry longhorn beetle (VELB) consisting of blue elderberry shrubs and associated native tree and shrub plantings. Project includes over 20,000 plantings, with monitoring was completed in 2015.

Partial List of Projects (continued)



City of Livermore, Mitigation and SMP, Alameda County

Restoration and maintenance services for City of Livermore's mitigation sites and stream maintenance program, 2001-present. Maintenance of existing mitigation sites and evaluation/implementation of additional mitigation. Specific tasks include mowing, invasive weed management, irrigation installation and operation, planting, herbivory protection, native grass seeding/establishment, monitoring, and providing quarterly summary reports.



Aspen 4-South Oak Tree Mitigation, Sacramento County

Installation and maintenance of over 1,500 native oak tree seedlings as mitigation for impacts as a result of Teichert's Aspen 4 South mining project, 2005-2013. Oaks were planted in association with over 1,000 additional associated native trees and shrubs. Mitigation site maintenance includes irrigation, weed management, and herbivory control. This oak mitigation project is in its 4th year of monitoring.



Aspen 6/Granite I Emergent Marsh, Sacramento County

Construction, revegetation & maintenance of 45-acre emergent marsh and 16.5-acre oak riparian woodland within a former aggregate mine, 2006-2016. Revegetation included seeding native grasses, planting native riparian trees, shrubs, and tules (30,000+), and facilitating natural recruitment of emergent marsh and willow vegetation. Maintenance included irrigation, weed control & water control structures. Monitoring was completed in 2016.



Invasive Weed Management, Truckee, Nevada County

Noxious and invasive weeds surveying, mapping, and treatment of four properties in the Truckee River Watershed, coordinated by the Truckee River Watershed Council. The project included over 300 acres of treatment in sensitive riparian habitats along the Truckee River in 2017 and 2018. Species accounts and distribution maps were created following mechanical and chemical treatment of identified target species.



American Rivers, Three Creeks Parkway Project, Contra Costa County

Restoration of over 4,000 linear feet of the Marsh Creek flood control channel in Brentwood, CA, 2020-present. Project includes over 13 acres of native grass seeding, invasive species removal, installation of over 22,000 container plants and 1,000 pole cuttings, installation, and maintenance of temporary irrigation. Project also includes numerous public amenities including DG paving, eucalyptus benches, gates, interpretive signs, and redwood timber benches.



Aspen 6 Seasonal Wetland and Grassland, Sacramento County

A 44-acre wetland mitigation and grassland/oak riparian woodland reclamation project within a former aggregate mine. The preserve features 29 constructed seasonal wetlands totaling over 7 acres in a grassland and riparian woodland matrix. Additional restoration efforts included topsoil replacement, native grassland establishment, and installation and maintenance of over 2,000 native tree and shrub plantings.



SBFCA Matthews and Star Bend Levee Setback VELB & Riparian Mitigation, Gridley, Butte County

Riparian restoration and monitoring project for the Sutter Butte Flood Control Agency, 2016-present. Project includes over 20 acres of mitigation for the valley elderberry longhorn beetle (VELB) and riparian habitat. Permitting and planting specifications provided by ICF Jones & Stokes. Triangle Properties tasked with planting, irrigation installation & maintenance, invasive weed management, and annual monitoring (10 years).



San Joaquin Council of Governments Preserves, San Joaquin County

Implementation (construction and land management services) of riparian, elderberry, native hedgerow, native grassland, and wetland restoration projects throughout San Joaquin County, 2016-present. Triangle has been and is currently working with ICF Jones & Stokes on implementation projects for the San Joaquin Council of Governments Habitat Conservation Plan. Projects have included 10 separate preserve sites.



WRRP Preserve Wetland Construction, Folsom, Sacramento County

Construction of 22 vernal pools, totaling over 3 acres, with an existing 200-acre preserve. Project permitted by Triangle Properties, designed by Triangle Properties, EcoSynthesis, and Wildscapes Engineering, and constructed by Triangle Properties. Construction included working in sensitive wetland areas and hauling away all overburden material. Project completed in October 2018, with on-going monitoring to occur until 2028.



Hallwood Side-Channel/Floodplain Restoration, Yuba Water Agency

Project includes more than 3 miles of perennial side channels and 4 miles of seasonal side channels to improve habitat for juvenile salmonids and expand on the overall wildlife habitat for the area. Construction (Teichert) includes removal of approximately 1.2 million CY of material from elevated floodplain, grading and contouring of seasonally inundated riparian floodplain habitats, and revegetation (Triangle) using container plants (over 500) and pole cuttings (over 19,000).

Partial List of Projects (continued)



Shadowbrook Riparian Mitigation, Roseville, Placer County

Riparian creek restoration and monitoring project for City of Roseville, 2019-present. Project includes riparian mitigation for impacts of a sewer interceptor installed under Dry Creek. Permitting and planting specifications provided by ECORP Consulting, with modifications by Triangle Properties. Triangle Properties tasked with planting, irrigation installation and maintenance, invasive weed management, and annual monitoring.



WRRP Scott Rd Conservation Bank, Folsom, Sacramento County

A 192-acre vernal pool conservation bank established as protected habitat for the federally threatened vernal pool fairy shrimp and federally endangered vernal pool tadpole shrimp. The preserve also protects native woodland and grassland habitats, and includes 3.1 acres of constructed vernal pools, completed in 2018. Preserve established and managed by Triangle Properties, Inc.



HCP Elderberry Mitigation, Yolo Habitat Conservancy

Elderberry/riparian restoration and monitoring project for the Yolo Habitat Conservancy (Conservancy), 2019-present. Project includes over 3 acres of mitigation credits for the valley elderberry longhorn beetle (VELB). Permitting and planting specifications provided by Conservancy. Triangle tasked with transplanting large elderberry shrubs, planting over 700 seedlings, irrigation installation & maintenance, invasive weed management, and annual monitoring.



Placer Riparian Mitigation Planting, Caltrans

Riparian mitigation project along Antelope Creek and State Highway 65, 2019-present. Project includes the planting over 1,000 container seedlings along Antelope Creek, including harvesting and planting over 1,000 willow cuttings, 1,000 container plantings, mulching, herbivory control, native grassland seeding, irrigation system design and operation, and invasive weed management.

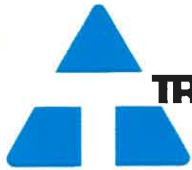


San Bruno Lower West Peak Restoration Project, San Mateo Resource Conservation District

Habitat restoration project for the endangered mission blue butterfly and the Callippe silverspot, 2019-present. Project includes the planting of over 2,000 lupine and other butterfly host plants on San Bruno Mountain, irrigation during the establishment period, brush removal, and invasive weed management. Overall project goals are to reduce scrub habitat, reduce invasive weeds, and enhance habitat values.

Partial List of References

<p>Levee District One Andrew Stresser General Manager 243 Second Street Yuba City, CA 95991 (916) 335-6359 AStresser@co.sutter.ca.us</p>	<p>Sutter Butte Flood Control Agency Michael Bessette Executive Director 1445 Butte House Road, Suite B Yuba City, CA 95992 (530) 415-0983 m.bessette@sutterbutteflood.org</p>
<p>American Rivers Amy Merrill, Ph.D. Acting Executive Director, California Program 1832 Second Street Berkeley, CA 94710 (510) 506-3321 amerrill@americanrivers.org</p>	<p>City of Livermore Kevin Duffus Engineering 1052 South Livermore Ave Livermore, CA 94550-4899 (925) 960-4541 kmduffus@cityoflivermore.net</p>
<p>Matt Ocko City of Roseville Stormwater Program Manager 2005 Hilltop Circle Roseville, CA (916) 774-5738 MOcko@roseville.ca.gov</p>	<p>Michele Prestowitz Truckee River Watershed Council Project Manager 10418 Donner Pass Road Truckee, CA 96161 (530) 550-8760, ext. 4 mprestowitz@truckeeriverwc.org</p>
<p>Caltrans Michael Clegg Revegetation Specialist/Contract Manager 5859 Mt. Rose Highway Reno, NV 89511 (530) 790-5198 Michael.Clegg@dot.ca.gov</p>	<p>San Joaquin Council of Governments HCP Steve Mayo Project Manager 555 East Weber Avenue Stockton, CA 95202 (209) 235-0585 smayo@sjcog.org</p>
<p>Granite Construction Company Candice Longnecker Environmental Manager P.O. Box 15287 Sacramento, CA 95851 (408) 640-6553 candice.longnecker@gcinc.com</p>	<p>Yolo Habitat Conservancy Alexander Tengolics Executive Director PO Box 2202 Woodland, CA 95677 (530) 666-8068 alexander@yolohabitatconservancy.org</p>
<p>Compass Land Group Yasha Saber Managing Partner 3140 Peacekeeper Way McClellan, CA 95814 (916) 825-4997 ysaber@compassland.net</p>	<p>County of Yolo Elisa Sabatini Manager of Natural Resources 625 Court Street, Suite 202 Woodland, CA 95695 (530) 406-5773 Elisa.Sabatini@yolocounty.org</p>



TRIANGLE PROPERTIES, INC.

License No. 1019754

15 December 2023

Tara Gee
Park Planning & Development Manager
Parks, Recreation & Libraries
City of Roseville
316 Vernon Street, Suite 400
Roseville, CA 95678

Subject: Wetland and Riparian Mitigation Plan, SVLC 23 Property (A.K.A. Sierra View Westpark) – Phase 2 Maintenance

Below is Triangle’s cost proposal for Phase 2 (Maintenance) of the Wetland and Riparian Mitigation Plan, SVLC 23 Property (A.K.A. Sierra View Westpark Project (Project). Phase 2 tasks include maintenance activities to be performed from January 2024 through December 2028.

Item	Phase 2 Task	Quantity	Units	Totals
1	Irrigation Operation, Maintenance, Mowing – Year 1	1	LS	\$87,130.00
2	Irrigation Operation, Maintenance, Mowing – Year 2	1	LS	\$49,740.00
3	Irrigation Operation, Maintenance, Mowing – Year 3	1	LS	\$31,240.00
4	Site Maintenance, Mowing – Year 4	1	LS	\$20,170.00
5	Site Maintenance, Mowing – Year 5	1	LS	\$18,400.00
6	Irrigation Removal	1	LS	\$7,290.00
Phase 2 Total				\$213,970.00

This cost proposal is based on the Invitation to Bid for Phase 1 Improvements and Phase 2 Maintenance of the Project (including Addenda 1, 2, and 3), Wetland and Riparian Mitigation Plan prepared by Madrone Ecological Consulting, LLC (Revised 03 May 2023), and City of Rossville’s Tree Planting and Irrigation Standards (2023).

Attached is the Invitation to Bid for Phase 1 Improvements and Phase 2 Maintenance of the Project and Addenda 1, 2, and 3 for reference.

If you have any questions or need any additional information, please contact our Habitat Resource Manager, Barry Baba, at (916) 417-6778 or bbaba@teichert.com.

Sincerely,



Troy A. Reimche
Director of
Triangle Properties, Inc.
3500 American River Drive
Sacramento, CA 95864
Phone: (916) 484-3272
Email: treimche@teichert.com

cc: Barry Baba, Triangle Properties

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)**

NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
SPECIAL PROVISIONS
FOR

Phase 1 Improvements
&
Phase 2 Maintenance

FOR USE IN CONNECTION WITH PUBLIC FACILITIES IMPROVEMENT STANDARDS,
EQUIPMENT RENTAL RATES AND GENERAL PREVAILING WAGE RATES

FOR BID INFORMATION CALL:
SVCC 75, LLC
1430 Blue Oaks Boulevard, Ste. 190, Roseville, CA. 95747

Project Manager:	<u>Dave Riccardi</u>
Bid Documents Available:	<u>September 8, 2023 at 3:00 PM</u>
Bid Due (on or before):	<u>September 29, 2023 at 2:45 PM</u>
Bid Opening:	<u>September 29, 2023 at 3:00 PM</u>
Award Date:	<u>October 3, 2023</u>

NOTICE TO BIDDERS

NOTICE HEREBY is given that Owner (SVCC 75, LLC) will receive bids for the construction and development of the Sierra View Wetland and Riparian Mitigation Plan, SVLC 23 Property (a.k.a. Sierra View Westpark), including, but not limited to, insurance, mobilization(s), submittals, maintenance period, equipment, labor (**prevailing wages**), tools, fuel, water for irrigation requirements/dust control, as needed, barricades as necessary for public safety, soils amendments, testing, fertilizers, pipes, fittings, valves, boxes, shrubs, trees/stakes, bark, dust control, excess dirt removal, disposal of applicable SWPPPS BMPs, street sweeping as deemed necessary, maintaining existing SWPPP measures installed by others, good housekeeping measures, covered trash bins and any other aspect which constitutes a complete Sierra View Wetland and Riparian Mitigation Plan Improvement.

TIME AND PLACE FOR SUBMISSION AND OPENING:

Sealed bid proposals and proposals submitted through facsimile shall be submitted on or before September 29, 2023, by the hour of 2:45 PM. Sealed bid proposals shall be submitted at:

**SVCC 75, LLC
1430 Blue Oaks Boulevard, Suite 190
Roseville, California, 95747**

Proposals submitted via facsimile shall be sent to (916) 782-8903 and electronic mail (email) submissions shall be sent to driccardi@jmchomes.com.

Any bid received after the time specified will be returned to the bidder unopened.

Owner reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

Each bid shall be on forms provided by the Owner, and shall in all respects comply with the Instructions to Bidders and the Contract Documents.

SECURING DOCUMENTS:

Contract plans and documents are available for downloading free of charge through Google Drive. The plans and documents can be located at the following website:

[https://drive.google.com/drive/folders/154ADTLKF3gJ8IM-7ODuSc1PMb5K_dopr?usp=drive link](https://drive.google.com/drive/folders/154ADTLKF3gJ8IM-7ODuSc1PMb5K_dopr?usp=drive_link)

Updates and amendments will also be posted on this site. Sign in to download the Project plans, bidder's list, environmental permits, and all associated documents. **HARD COPIES ARE NOT AVAILABLE.**

LICENSING:

In accordance with the provisions of California Public Contract Code section 3300, the City of Roseville has determined that the following license classification is required to perform this Project: *Class A*.

Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

No bid will be accepted from a contractor who has not been licensed in accordance with the Contractor's State License Law, Business and Professions Code section 7000 et seq.

PUBLIC WORKS CONTRACTOR REGISTRATION:

The bidder and all subcontractors listed on the Designation of Subcontractors form as required by the provisions of §4100 et seq of the Public Contract Code shall be registered with the State of California Department of Industrial Relations as a Public Works Contractor prior to the time and date that bid proposals are due.

All 2nd and lower tier subcontractors working on the Project shall be registered with the Department of Industrial Relations as a Public Works Contractor prior to working on the Project.

Contractors and subcontractors may register with the Department of Industrial Relations online at <http://www.dir.ca.gov/>.

REJECTION OF BIDS:

Owner reserves all rights to reject any and/or all bids, or to utilize any alternate procedure as authorized by the California Public Contract Code sections 20166 and 20167. Owner also reserves all rights to waive any informality in the bids or bidding.

WAGE RATES: Compliance with Prevailing Wage Laws Applicable to Public Works

(a). Contractor shall comply with the prevailing wage laws of the California Labor Code (California Labor Code sections 1720 through 1861) and any and all other such local prevailing wage laws, rules, and regulations (collectively, "Prevailing Wage Laws") applicable to the work including, without limitations, all obligations under the Prevailing Wage Laws related to the payment of prevailing wage rates, apprenticeship standards, and all noticing and record keeping requirements.

(b). Contractor represents that Contractor is registered with the Department of Industrial Relations in compliance with the provisions of Labor Code section 1725.5 and acknowledges that no Subcontractor may perform any portion of the work unless

registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of the work, Contractor and all Subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The wage rates specified by the Director of Industrial Relations are available online at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)**

Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to Sierra View WETLAND AND RIPARIAN MITIGATION PLAN, SVLC 23 PROPERTY (A.K.A. SIERRA VIEW WESTPARK) Project, the undersigned bidder, having become thoroughly familiar with the terms and the conditions of the Contract, including Addendum(s), agrees to fully perform the work within the time stated and in strict accordance with the Contracts Documents. This includes the furnishing of any and all labor, materials, tools, and expendable equipment, utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner.

QUALIFICATIONS:

Contractors submitting for this project shall meet the following minimum qualifications:

- Prior experience in planting of tree mitigation using native tree species
 - Submit references for projects similar to scope and size of this project
- Demonstration of multiple successful maintenance of tree mitigation projects achieving 80% or great success rates over the past three years and within the Sacramento Region
 - Submit references for projects similar to scope and size of this project
- Demonstration of ability to provide resources to plant and maintain the trees
- Acknowledgement of project requirements based on the mitigation plan and City planting and maintenance standards
- Methodology and approach to ensuring project success over a five year period

SCHEDULE OF BID PRICES

Bid Prices will be broken into the PHASE 1 IMPROVEMENTS and PHASE 2 MAINTENANCE. PHASE 1 shall consist of the installation of the mitigation plantings and associated temporary irrigation system as outlined in Section 3.4 of the Mitigation Plan (Phase I Improvements) and consistent with the City of Roseville Tree Planting and Irrigation Standards, see Exhibit 1. Phase 1 shall be a separate contract by and between

SVCC 75, LLC. Phase 2 shall consist of the maintenance and monitoring of the mitigation plantings as provided in sections 3.5 and 3.6 of the Mitigation Plan (the Phase II maintenance and monitoring). Phase 2 shall be a separate contract by and between the City of Roseville and the winning bidder. The City of Roseville sample Contract Purchase Agreement 3001149 is provided as Exhibit 2. Submission of a proposal shall indicate acknowledgement of the City of Roseville sample Contract Agreement and the intended compliance with the stipulations set forth in the Agreement. **The following tables will also be made available in Microsoft Excel format on the Project website below:**

https://drive.google.com/drive/folders/154ADTLKF3gJ8IM-7ODuSc1PMb5K_dopr?usp=drive_link

The contract awards for both Phase 1 and 2 shall be jointly awarded to the single, lowest responsive, responsible bidder.

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**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)**

**Phase 1 Improvements Total
(SVCC 75, LLC Contract):** \$ _____

**Phase 2 Maintenance Total
(City of Roseville Contract):** \$ _____

GRAND TOTAL: \$ _____

CONTRACTOR

DATE

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)**

The Bid Due and Bid Opening dates have been rescheduled per below:

- 1. Bid Due (on or before):** **October 13th 2023 at 2:45 PM**
- 2. Bid Opening:** **October 13th 2023 at 3:00 PM**
- 3. Award Date** **October 17th 2023**

WETLAND AND RIPARIAN MITIGATION PLAN

SVLC 23 PROPERTY

(A.K.A. SIERRA VIEW WESTPARK)

Questions and Answers

1. In Section 3.5 “Maintenance” of the Wetland and Riparian Mitigation Plan, the scope specifies installation of a drip irrigation system. Due to prior experience with dripline irrigation systems faltering and failing within open space/oak tree mitigation projects, can we propose using a ¾-inch PVC pipe irrigation system with drip emitters?

Answer: Please provide a proposal based on the current Wetland and Riparian Mitigation Plan requirements. Prior to work commencing, the aforementioned substitution can be addressed with an RFI and submittal.

2. Section 3.4 “Planting Plan” of the Wetland and Riparian Mitigation Plan states that plant material is expected to come from Triangle Properties, Inc, however in Exhibit 1, City of Roseville Tree Planting and Irrigation Standards it states that planting stock shall be sourced from the Dry Creek watershed area. Can you confirm which requirement to follow for the scope of work?

Answer: The developer has confirmed with the City that the plantings are not required to be purchased from Triangle Properties.

3. Can you please confirm if the requirement to source nursery material from Triangle Properties, Inc.?

Answer: The developer has confirmed with the City that the plantings are not required to be purchased from Triangle Properties.

4. Just to clarify you also want us to include the \$'s for the annual monitoring/reporting also?

Answer: That is correct. To note, the City will pay for monitoring, but in section 6 of the agreement, if there are any replacements or irrigation removal, the contractor needs to make sure that is included in the maintenance/monitoring scope and not the planting scope.

ADDENDUM 2

- 5. We don't need a breakdown of costs or details by tasks, just the two phases separated correct

Answer: Yes, all we need is numbers based on the cost of the two phases. Totals should be added to the breakdown on the announcement page when submitted. See below:

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)**

Phase 1 Improvements Total (SVCC 75, LLC Contract):	\$ _____
Phase 2 Maintenance Total (City of Roseville Contract):	\$ _____
GRAND TOTAL:	\$ _____

CONTRACTOR

DATE

**WETLAND AND RIPARIAN MITIGATION PLAN
SVLC 23 PROPERTY
(A.K.A. SIERRA VIEW WESTPARK)
Questions and Answers**

1. Do we still need to comply with the “City of Roseville Tree Planting and Irrigation Standard” or no?

Answer: Yes, for the purposes of the proposal please contemplate complying with the city of Roseville Tree Planting and Irrigation Standard

2. “Contractor will designate a responsible person for SWPPPs, good housekeeping practices and workers exposure to Respirable Crystalline Silica. Designee will be required to attend weekly tailgate meetings and provide weekly up-dates. Completion in an Erosion & Sediment Control Workshop or qualifying registration confirmation for CESSWI, QSP or QSD will be required. Respirable Crystalline Silica programs shall be on file with SVCC 75, LLC, Inc. prior to award of contract.”

If this contract does not require SWPPP measures and a “Respirable Crystalline Silica program” then we do not need to submit anything to SVCC 75, LLC., correct?

Answer: Yes, you would only need to submit the items that would be applicable to this particular project.

3. For items that conflict with the mitigation plan, which takes precedence?

Answer: When a direct conflict presents itself please default to the Roseville Planting and Irrigation Standard.