REQUEST FOR PROPOSALS
Land Park Amphitheater Renovation
(PN: L19128300)
(Bid #: P181911221)

Proposals Due
February 21, 2018, 2:00 PM

Department of Youth, Parks & Community Enrichment
Park Planning & Development Services Division
Dennis Day, Project Manager
‘New’ City Hall
915 I Street, 3rd Floor
Sacramento, CA 95814

Issue Date: February 5, 2018
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REQUEST FOR PROPOSALS

INTRODUCTION
This Request for Proposals (RFP) solicits Consultants (architects, landscape architects and/or engineering teams) to provide professional services for the Land Park Amphitheater Renovation Project.

The scope of services includes Master Planning, Construction Documentation, and Bidding and Construction Support. Renovations of the amphitheater is expected to be constructed in two or more phases with the initial budget of $750,000 for phase 1 construction not including a 10% construction contingency.

Written questions should be submitted via the PlanetBids website where the RFP has been posted under the "Q&A" tab. Questions will be answered as they are received. The deadline to submit questions is February 9, 2018 at 2:00 pm. Questions submitted after that time will not be addressed.

Qualified consulting firms are invited to submit proposals to provide professional services for the project. Firms responding to this RFP shall submit:

- One (1) electronic PDF copy of the Technical Proposal (uploaded to PlanetBids).

- One (1) hard copy sealed Cost Proposal containing the detailed work plan by phase, consultant, classification, proposed hours, proposed fully loaded billable hourly rates (prefer no other direct costs) with a total not to exceed cost in a separate sealed envelope titled “Land Park Amphitheater Renovation Project – Fee Proposal (Bid # P181911221)”. This must be submitted using the City’s standard cost proposal format (see Attachment 6). A cost proposal must be included to be deemed responsive.

The deadline to submit the Technical Proposal and the Cost Proposal is February 21, 2018 at 2:00 PM

- Technical Proposal must be posted to PlanetBids by 2:00 PM on February 21, 2018:
  https://www.planetbids.com/portal/portal.cfm?CompanyID=15300

- Cost Proposal must be received by 2:00 PM on February 21, 2018 and delivered to:
  
  City of Sacramento  
  Department of Youth, Parks & Community Enrichment  
  Park Planning and Development Services Division  
  Attn: Brenda Kee, Contract Manager  
  915 I Street, 3rd Floor  
  Sacramento, CA 95814

In the event it becomes necessary to revise any part of this RFP or provide additional information, a written electronic addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by the City of Sacramento, Department of Youth, Parks & Community Enrichment. Verbal conversations or agreements with any officer, agent, or employee of the City that modify any terms or obligations of this RFP are invalid.

All addenda for this RFP will be distributed via the PlanetBids website:  
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

It is solely the proposer’s responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements
contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

Related Documents--For more detailed background and information on the project, please refer to the following documents which are posted on PlanetBids along with this RFP:

- Attachment 4 - Cultural Study
- Attachment 4 - Feasibility Study
- Attachment 6 – Sample Cost Proposal Format

**TENTATIVE CONSULTANT SELECTION SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Last Day to Submit Questions</td>
<td>February 14, 2018 at 2:00 PM</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>February 21, 2018 at 2:00 PM</td>
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<tr>
<td>Interviews</td>
<td>Week of March 12, 2018 (tentative)</td>
</tr>
<tr>
<td>Notification of Results</td>
<td>March 23, 2018 (tentative)</td>
</tr>
<tr>
<td>City Council Approval of Contract</td>
<td>April 13, 2018 (tentative)</td>
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BACKGROUND
The Amphitheater was developed as a depression era project by the WPA between 1935 and 1942, the horseshoe-shaped amphitheater is terraced with low retaining walls, stone steps, and a series of wood benches providing seating for some 700 with additional lawn seating in front of the stage and seating along the low stone walls. In 1960 a semicircular concrete stage and stone-clad backdrop were added.

Today it sits little used except for Cal Middle School graduations and Sacramento City College’s “Shakespeare in the Park” series each summer. To produce the Shakespeare series, however, each year the College must do a wholesale up-grade. They bring in chain-link fences, lighting and sound equipment, and multiple portables (toilets, sound and lighting storage, ticketing, and a control booth). Even then, the facilities are barely adequate—the acoustics are bad, the stage is badly laid out, the seats are uncomfortable, the sight lines are poor, handicap-access is minimal.

The City College drama department persists because the site is so charming and has so much potential. Primitive though it may be and with all its shortcomings, this is the only amphitheater in our area, and its park setting and rough-hewn WPA architecture give it a special magic. Imagine what it could be if its shortcomings were fixed permanently—a regional attraction for plays, concerts, recitals, children’s theater, as well as a site for numerous graduations and an enhanced setting for Shakespeare’s plays.

The historic features and characteristics of the amphitheater and stage, such as the architectural style, stone seat walls and paving, terraced seating, the distinctive landscape features including the turf in the front of the stage for informal seating, clipped hedges and Italian cypress backdrop, are to be preserved and maintained.

PROJECT GOALS AND OBJECTIVES
The purpose of this project is to develop a Facilities Master Plan in order to renovate and improve the William Carroll Land Park Amphitheater as a modern outdoor performance facility.

PROJECT BENEFITS
1. Increase stage area, to accommodate both theatrical and music performances,
2. Improved sound and light infrastructure, for theatrical and musical performances.
3. Add an energy efficient lighting system for safe movement of theater users at night.
4. Improve the amphitheater seating stage viewing sight lines
5. Provide accessibility improvements (seating, accessible route, accessible parking, and signage, and drinking fountain)
6. Provide low water use irrigation system and low water landscape, and reduced turf
   Replace turf user bench seating with decomposed granite paving for improved maintenance and access.
7. Provide an entrance that provides a sense of place with facility name, informational signage, drop-off and pick-up area with seating.

SCHEDULE
City Council Approval of Contract April 13, 2018 (tentative)
Notice to Proceed April 21, 2018 (tentative)
Facility Master Plan Completion July 27, 2018 (tentative)
Design Development Completion September 28, 2018 (tentative)
Construction Documents Completion January 18, 2019 (tentative)
Building Permits Issued April 26, 2019 (tentative)
Bid Date June 4, 2019 (tentative)
Bid Award July 18, 2019 (tentative)
Construction Start: August 15, 2019 (tentative)
Construction Completion: January 30, 2020 (tentative)

COMMUNITY INVOLVEMENT
- Technical Advisory Committee (3 meetings)
- Combined Technical Advisory Technical and Financial Committee (1 meeting)
- Land Park Comm. Association (1 meeting)
- Sierra Curtis Neighborhood Association (1 meeting)
- Parks and Recreation Commission (1 meeting)
- Sacramento Historic Preservation (1 meeting)

SCOPE OF SERVICES
Listed below are tasks the Consultant is expected to incorporate in the proposed Scope of Services. It is not intended that the tasks included below comprise a comprehensive list or are the only tasks required for this project. Each Consultant team should, based on their expertise, develop a comprehensive and detailed Scope of Services necessary to complete the deliverables listed in this section of the RFP for the feasibility study.

I. RENOVATION PROGRAM

   A. Proposed Amphitheater Improvements:

   1. Increase stage area, to accommodate both theatrical and music performances, which will allow access to the audience area from the stage center.
   2. Add a cover over the stage area, to protect performers, and musicians from seasonal weather and sun exposure and to provide infrastructure support for lighting and sound equipment.
   3. Improved sound and light infrastructure, for theatrical and musical performances.
   4. Add a lighting system, throughout the amphitheater, to allow movement of patrons during and after performances.
   5. Replace the amphitheater seating, with backed benches, accessible seating, and improved sight lines to stage.
   6. Accessibility and signage improvements to the amphitheater and performance areas.
   7. Low water use landscape and water efficient irrigation system improvements.
   8. Renovate the existing grass seating in front of the stage which allows picnics and casual seating during performances and replace the turf under the amphitheater seating with decomposed granite paving, which is a more suitable and easily maintains surface.
   9. Provide an entrance that provides a sense of place, including facility name and informational signage, drop-off and pick-up area with seating options, accessible parking spaces and drinking fountain.
   10. Restroom facilities, that allow safe and convenient access from the seating area.
   11. Improved back of house area, including restroom and improved dressing room areas to accommodate the requirements for Screen Actor Guild contract performers who frequently are included in the theatrical performances.
   12. A ticket and small administrative office, to allow sale and distribution of tickets and various office and accounting necessities.
   13. The historic features and characteristics of the amphitheater and stage, such as the architectural style, stone seat walls and paving, terraced seating, the distinctive landscape features including the turf in the front of the stage for informal seating, clipped hedges and Italian cypress backdrop, are to be preserved and maintained.
B. **Construction Budget and Additive Alternatives:**
   1. The construction budget for this project is Eight hundred twenty-three thousand and five hundred dollars ($750,000.00). If the construction budget is insufficient for complete build out of phase 1 improvements, the consultant may break the project into two phases as directed by the City.
   2. The Design Professional will also include additive alternates equal to an amount of 10% of the construction budget.

II. **FACILITY MASTER PLANNING**

A. **General:** Consultant will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall, and a visit to the project site with City staff. The City will provide the following items to be reviewed:
   1. Topographic map; one hard copy and one electronic file.
   2. Geotechnical Engineer Report with appropriate recommendations; 1 hard copy and 1 electronic file.

B. **Service Tasks:**

   **Task 1 - Startup Meeting:** Attend one start up meeting with Technical Advisory Committee (TAC) at City Hall to review the project goals, amphitheater renovation program, and draft schedule for the design work.

   **Deliverables:** Provide a memorandum listing attendee's role/title and contact information. Describe the main points of the startup meeting and summarize the direction received. Develop a refined project schedule in Microsoft project format.

   **Task 2 - Existing Information Review and Site Analysis:** Prepare a summary, maximum five (5) pages in on photograph and record in writing the major opportunities and constraints of the site as well as the existing facilities and land uses immediately adjacent to the park site.

   **Deliverables:** Based on the information developed in Task 2, prepare a diagram depicting the opportunities and constraints of the project site and immediate surroundings. In a report format summarize the information developed in Task 2. Provide the detail (text, photos, and opportunities and constraints in appendices attached to the report summary.

   **Task 3: Opportunities and Constraints Review Meeting:** Attend one review meeting at City Hall to present the Opportunities and Constraints to the TAC. Develop a refined project schedule in Microsoft project format.

   **Deliverables:** Provide a memorandum listing attendee's role/title and contact information. Describe the main points of the opportunities and constraints meeting and summarize the direction received. Update project schedule in Microsoft project format.

   **Task 4 - Concept Facilities Master Plan:** Based on the information developed in the previous tasks develop a Concept Facility Master Plan. The plan will be in a bubble diagram graphic format to scale and in color. The plan will contain a written description of each significant element. The written descriptions will be keyed to the plan. In addition, provide concept level graphic cross sections of the major elements of the plans. The cross sections will be to a specific scale and in color.

   **Deliverables:** Provide a memorandum listing attendee's role/title and contact information. Describe the main points of the meeting and summarize the direction received. Update project schedule in Microsoft project format.
Task 5 - Draft Facilities Master Plan: Based on input received from the TAC in Task 4, develop a draft master plan and phasing plan. The plan will be in preliminary (master plan format) in CAD and in Color. The plan will have appropriate text keyed to the plan elements as well as two draft elevations or cross sections to scale and in color depicting the various aspects of the plan. Develop preliminary level estimates of cost in the format provided by City staff.

Deliverables: Provide one hard full-size copy of draft master plan and phasing plan in color and one hard copy of the preliminary level estimate of cost, and an electronic copy of each in PDF format. These Deliverables shall be provided to the City a minimum of one (1) week prior to the review meeting described in Task 6.

Task 6 - Draft Facilities Master Plan Review Meeting: Attend on meeting at City Hall to review the draft master plan, phasing plan and draft cost estimate with the TAC.

Deliverables: Provide a memorandum listing attendee’s role/title and contact information. Describe the main points of the meeting and summarize the input and direction received. Update project schedule in Microsoft project format.

Task 7 - Final Facilities Master Plan: Based on the input received in Task 6 refine the master plan, phasing plan, prepare two elevations, and cost estimate.

Deliverables: Provide one hard full-size copy of final master plan and elevations, phasing plan in color. Provide one hard copy of the final cost estimate. Provide one copy of the final master plan, elevations, phasing plan and final cost estimate in electronic PDF format.

Task 8 - Presentation Meetings:
   a) Attend one (1) meeting with the Technical Advisory and Financial Committee and City Council member at City Hall to present the final master plan, elevations, phasing plan, and final cost estimate.

   b) Attend two (2) public meetings with City staff to present the master plan, elevations, phasing plan and project schedule, to the community at the Land Park Community Association, and at a separate meeting to the Sierra Curtis Neighborhood Association.

   c) Attend two (2) meetings with City staff to present the proposed amphitheater master plan, elevations, and project schedule to the City of Sacramento Parks and Recreation Commission, and at a separate meeting to the City of Sacramento Historic Preservation Commission.

Deliverables: Describe the main points of the various presentation meetings and summarize the comments received.

III. CONSTRUCTION DOCUMENTS

A. Design Development/Construction Documents 35% Complete 1.

Task 9 - Start-Up Meeting: Design professional will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall. The following items will be reviewed:

- Current set of City Standard Specifications, City Standard Details, City Standard Notes, Special Provision Format and Estimate of Probable Construction Format. All documents listed in item 3 will be provided via electronic file by the City.
- Project program and if applicable approved master plan to be provided via electronic file by the City.
• Proposed scales for plans, detail plans, elevations, and sections if required.
• Additional existing relevant documents from the City’s files to be provided via electronic file or photocopy by the City.
• Milestone dates required including but not limited to the following: a. Submittal of the 35% Design Development package for City review.
  • CONSULTANT and City review meeting of the 35% Design Development.
  • Submittal of the 75% Construction Document package for City review.
  • CONSULTANT and City review meeting of the 75% Construction Document package.
  • Submittal of the 100% Construction Document package for City review.
  • CONSULTANT and City review meeting of the 100% Construction Document package.
  • Submittal of the final (100% with corrections) Construction Document package after the City review and building permit reviews.
• Call for Bid Date
• Bid Opening Date
• Award of Contract Date
• Notice to Proceed Date
• Construction Complete Date
• City Acceptance Date

**Deliverables:** Within one week the Consultant will deliver the following to the City:
  a) Start-up meeting notes describing major discussions, decisions and action items;
  b) Project Schedule in Microsoft Project format.

**Task 10 - Design Development Package** - The CONSULTANT will prepare a Design Development Package (DDP) for review by the City. The DDP will equal 35% complete construction documents. Plans for the DDP shall be prepared in a version of AutoCAD acceptable to the City. The DDP shall include but not be limited to the following:

• Proposed datum point for layout.
• Layout Plan showing the proposed location of all elements.
• Enlargement Plans as required to effectively communicate the design detail.
• Grading and Drainage Plan showing sufficient spot elevations and contours to clearly depict the grading concept. This plan shall also show the proposed primary catch basin locations and the proposed drain line configuration and storm drain points of connection. In addition, preliminary cut and fill calculations shall be prepared.
• Utilities and Electrical Plans showing the general points of connection and layout of the electrical equipment, lighting, domestic water and sewer required for the project. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and a typical valve head and lateral layout for a major turf area and a major groundcover and shrub area. The plan will also show the proposed static and operating pressure and the gallons per minute required for the system. Planting Plan showing the turf, ground cover areas and tree layout. Note the groundcover areas will be shown with symbols; no detailed planting is required. In addition, on the plan provide a proposed planting list with the plant material subdivided by type, e.g. coniferous trees, shrubs, groundcovers, etc.
• Stage Shade Structure Plans, Structural Calculations, Special Inspection Forms
• Construction Details
• A complete list of proposed details. The list will denote special details to be developed by the CONSULTANT.
• Catalog cuts for all major elements and equipment proposed for the project.
• A detailed outline of the special provisions.
• A 35% complete level estimate of probable construction cost.
Deliverables: 4 full size sets of prints (24”x36”) and 4 sets of 8-1/2”x11” documents.

Task 11 - Design Development Review Meeting

General: The Design professional will attend a Design Development Package Review meeting with the CPM at Sacramento City Hall. The CPM will provide comments and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the Design Professional to proceed to the next task.

Deliverables: Within one week the Consultant will deliver the following to the City: a) Design Development Review meeting notes describing major discussions, decisions and action items; and b) Updated Project Schedule in Microsoft Project format.

B. 75% Complete Construction Documents

Task 12 - Prepare and Submit 75% Complete Construction Document Package.

General: Based on the comment and direction received in the Design Development Review meeting, the Consultant will prepare a 75% complete set of construction documents for review by the City. The set shall be prepared in AutoCAD and Microsoft Word and shall include but not be limited to the following:

- Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the Consultant.
- Existing Conditions and Demolition Plan. This plan will depict all the existing site elements to be preserved or demolished. In addition, it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
- Storm Water Pollution Prevention Plan. The Consultant is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit is necessary. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
- Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
- Enlargement Plans as required to effectively communicate the design detail. The Enlargement Plans shall contain appropriate legends, notes, and schedules.
- Grading and Drainage Plan showing with additional spot elevations and contours. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition, the cut and fill calculations shall be updated.
- Utilities Plan showing utilities design.
- Electrical Plan showing electrical and lighting design.
- Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition, a minimum of two valves and associated lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
• Planting Plan showing the turf, ground cover areas and tree layout. Proposed
groundcover types, shrub groupings and types as well as tree types will be called
out on the plan. In addition, the plan will contain the planting legend, planting
standard notes, planting call out notes, and shade calculations if required.
• Structural Plans and Details, including structural calculations, and special
inspection forms.
• Construction Detail Sheets
• A 75% complete level estimate of probable construction cost.

**Deliverables:** 8 full size sets of prints (24”x36”) and 4 sets of 8-1/2”x11”
documents.

**Task 13- 75% Construction Documents Complete Review Meeting**

**General:** The Consultant will attend a 75% construction documents complete
review meeting with the CPM at Sacramento City Hall. The CPM will provide
comment and direction based on the submittals. Upon receipt
of the deliverables for this task the CPM will send an email authorizing the
Consultant to proceed to the next task.

**Deliverables:** Within one week the Consultant will deliver the following to the City:

• 75% Construction Documents Complete Review meeting notes describing major
discussions, decisions and action items.
• Updated Project Schedule in Microsoft Project format.

**C. 100% Complete Construction Documents**

**Task 14 - Prepare and Submit 100% Complete Construction Document Package.**

**General:** Based on the comment and direction received in the 75% Complete Review
Meeting, the (Consultant) will prepare a 100% complete set of construction
documents for review by the City. The set shall be prepared in AutoCAD and
Microsoft Word and shall include but not be limited to the following:

• Cover Sheet. The cover sheet shall be in the City format. An example will be
provided to the Consultant.
• Existing Conditions and Demolition Plan. This plan will depict all the existing site
elements to be preserved or demolished. In addition, it will contain an Existing
Conditions and Demolition Legend, Existing Conditions and Demolition Standard
Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend,
and Erosion Control Key Notes.
• Storm Water Pollution Prevention Plan. The Consultant is responsible for
preparing all necessary documents required to obtain clearance for construction
under the National Pollutant Discharge Elimination system (NPDES) General
Permit. The City is responsible for submitting the documents, initiating,
maintaining and closing out processes required by the NPDES General Permit.
• Layout Plan showing the exact location of all elements. Layout Standard Notes,
Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The
layout plan shall show the datum information and significant northings and
eastings for the work.
• Enlargement Plans as required to effectively communicate the design detail. The
enlargement plans shall contain appropriate legend and notes schedules.
• Grading and Drainage Plan showing additional spot elevations and contours to
bring the grading and drainage plan to a 100% complete Level. This plan shall
also show additional drain inlets and catch basin locations and associated drain
line configuration and sizing. The plan will contain the appropriate notes and
legends. In addition, the cut and fill calculations shall be updated.
• Utilities Plan showing utilities design.
• Electrical Plan showing electrical and lighting.
• Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition, a valve and lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
• Detail sheets
• Contract Specifications 100% complete.
• A 100% complete level estimate of probable construction cost.
• Identification of proposed additive alternates and if required, proposed phasing plan.
• City Bid Form and Schedule of values Form

**Deliverables:** 4 full size sets of prints (24”x36”) and 4 sets of 8-1/2”x11” documents, and electronic copy of signed plans, special inspection forms, and structural calculations.

**Task 15 - 100% Construction Documents Complete Review Meeting**

**General:** The Consultant will attend a 100% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CONSULTANT PM to proceed to the next task.

**Deliverables:** Within one week the Consultant will deliver the following to the City:

• 100% Construction Documents Complete Review meeting notes describing major discussions decisions and action items.
• The Consultant will make corrections to the 100% Construction Documents and 100% complete estimate of probable construction cost as directed by the City.
• Updated Project Schedule in Microsoft Project format.
• The Consultant will provide the City with one set of stamped and signed originals and one electronic copy for Building permit submittal, which will include the necessary documents and forms for the City Building submittal. Each sheet will contain a note provided by the City identifying the plans as “For Building Permit Review Only”
• The City will process the building permit and pay all necessary fees.

**Task 16 - 100% Corrections and Building Permit Submittal Sets.**

• The Consultant will make corrections to 100% complete estimate of probable construction cost as directed by the City.
• Consultant will provide the City with one hard copy and one electronic copy in PDF format of the corrected plan sheets and documents, sheets and responses to the Building Permit review comments.
• Once all corrections are achieved, Consultant will provide the City with one complete set of stamped and signed originals and one electronic PDF copy for issuing the final Building Permit and use in bidding the project.

**Deliverables:** See task descriptions above.

**IV. Expansion of Existing Tasks**

**Task 17 - Expansion of Existing Tasks:** During the project, the City may request the expansion of an existing task in the scope of work. This request will be presented in writing. The Consultant will prepare a fee and schedule change proposal based on the written request. The proposed fee will be based on the Consultant fee schedule
accepted for this work and the schedule change, if any, will be based on the latest project schedule accepted by the City. If the City finds the change acceptable, the SLA will provide the Consultant with a signed written notice. The fee for the expanded work will be charged against the amount included in the fee summary for Task 11. It is understood and agreed by the Consultant that no services at all may be requested by the City under this task and that any payment for said services shall not exceed the total amount described in the written notice signed by the CPM or the total amount described in the fee summary for Task 11.

If additional services are required beyond the scope and fee of Task 17 they shall be handled as described in the Professional Services Agreement for this project.

V. BIDDING AND CONSTRUCTION SUPPORT

Task 18 Bidding Support - The Consultant shall allow for a maximum of 6 hours of Consultant time to assist the City in answering bid questions, reviewing the bids, and attending one meeting at City hall to determine award of additive alternates, if any.

Task 19 - Construction Support - The Consultant will attend a maximum of seven meetings including but not limited to the following:
- Pre-Job Conference (one meeting)
- Construction Staking Review (one meeting)
- Site Grading Review (one meeting)
- Hardscape Layout (two meetings)
- Substantial completion review (one meeting)
- Final acceptance (one meeting)

VI. FEES AND EXPENSES

The Consultant will prepare a fee proposal using the sample cost proposal form (Attachment 6) and include a summary sheet in the following format:

A. FACILITY MASTER PLANNING

- **Lump Sum**: Task 1 - Start-Up Meeting including deliverables.
- **Lump Sum**: Task 2 - Existing Information Review and Site Analysis including deliverables.
- **Lump Sum**: Task 3 - Opportunities and Constraints Review Meeting
- **Lump Sum**: Task 4 - Conceptual Facility Master Plan including deliverables.
- **Lump Sum**: Task 5 - Draft Facility Master Plan including deliverables.
- **Lump Sum**: Task 6 - Draft Facility Master Plan Review Meeting including deliverables.
- **Lump Sum**: Task 7 - Final Facility Master Plan including deliverables.
- **Lump Sum**: Task 8 - Presentation Meetings including deliverables.

B. CONSTRUCTION DOCUMENTS

**Design Development/Construction Documents 35% Complete**

- **Lump Sum**: Task 9 - Start-Up Meeting including deliverables.
- **Lump Sum**: Task 10 - Design Development Package including deliverables.
- **Lump Sum**: Task 11 - Design Development Review Meeting including deliverables.

**75% Complete Construction Documents**

- **Lump Sum**: Task 12 - Prepare and Submit 75% Complete Construction Document Package including deliverables.
- **Lump Sum**: Task 13 - 75% Construction Documents Complete Review Meeting including deliverables.
100% Complete Construction Documents

- **Lump Sum**: Task 14 - Prepare and Submit 100% Complete Construction Document Package including deliverables.
- **Lump Sum**: Task 15 - 100% Construction Documents Complete Review Meeting including deliverables.
- **Lump Sum**: Task 16 - 100% Corrections and Building Permit Submittal Sets

C. EXPANSION OF EXISTING TASKS

- **Lump Sum**: Budget (amount as authorized in writing by CPM): Task 17 - Expansion of Additional Tasks.

D. BIDDING AND CONSTRUCTION SUPPORT

- **Bidding Support Lump Sum**: Task 18 - Assistance with Bidding
- **Construction Support - Not to Exceed**: Task 19 - Assistance with Construction Administration including travel and other expenses.

E. SUMMARY OF FEES for Tasks 1 through 19

- **Not to Exceed**: Total for Tasks 1 through 19.

F. ADDITIONAL SERVICES - The CONSULTANT shall include a fee schedule that will remain in effect for the entire length of the project. If additional services are required, upon request from the City, the CONSULTANT will provide a scope and cost breakdown in a format acceptable to the City. The CONSULTANT shall not commence work on additional services without written authorization to proceed from the City.
PROPOSAL SUBMITTAL REQUIREMENTS

These guidelines were developed to standardize the preparation of proposals by Consultants. The purpose of these guidelines is to help assure consistency in format and content of proposals that are prepared by Consultants and submitted to the City. This process will reduce the time required for the Consultant to prepare a proposal and will simplify the review process by City staff.

The proposal should contain the following information:

1) Introductory Letter
2) Office Location at which Work will be Performed
3) Qualifications and Experience of Project Manager and Team
4) Work Plan
5) Project Schedule
6) Supportive Information
7) References (Proposing Firm (3); Sub-Consultant Firms (3, per firm); Project Manager (3); and Key Staff (3, per individual)
8) Litigation
9) Conflict of Interest Statement
10) Insurance Coverage
11) LBE Requirements
12) Work Hours and Hourly Rates

All references to the maximum number of pages are to a single side, not including tabs or section dividers. A twenty (20) page maximum is required for items 1 through 7 above. The minimum font size for the body text shall be 12 point. The required page limit does not apply to items 8 through 12 above, and an appendix may be included for supplemental information but not necessarily considered in the ranking of proposals.

1. Introductory Letter:
   This letter should be addressed to:
   City of Sacramento
   Department of Youth, Parks & Community Enrichment
   Park Planning & Development Services
   Dennis Day, Project Manager
   915 I Street, 3rd Floor
   Sacramento, CA  95814

   Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should reflect the consultant's project understanding and summarize critical issues, challenges, milestone tasks and appropriate resourcing. This should be based on existing information available in the Request for Proposal, from a site visit, available documents, and from applicable regulations or requirements. This letter should also contain an expression of the Consultant's interest in the work, a brief summary statement regarding the qualifications of the Consultant to do the work, and a brief summary of any information about the project team or the Consultant that may be useful or informative to the City.
NOTE: Along with the introductory letter, the Consultant should indicate his/her acceptability of the terms and conditions of the standard Consultant services agreement contained in Attachment 3 “Sample Professional Services Agreement.” Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City. The City will not consider changes to the agreement once the selection process has been completed.

2. Office Location at Which Work will be performed: Identify the office location or locations where the Consultant or sub-Consultant will accomplish the work.

3. Qualifications and Experience of Project Manager and Team: An organization chart for proposed team must be included.

Describe how the Consultant team will be organized. Discuss the qualifications and experience of the Consultant firm, project manager, and project team on similar projects. Specific experience with City, state and federal projects and procedures should also be included.

NOTE: The City must approve any change in key personnel after the award of a project before the change is made. Loss of key personnel or subject matter experts by the firm without a replacement that has been approved by the City via supplement to the contract, will result in the City terminating its contract or the selected firm.

4. Work Plan: Identify key personnel that will be made available to this project define their level of project involvement and time commitment. Describe the responsibilities of key team members and explain how they will interact with respect to delivery of critical tasks. The proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the schedule outlined in the proposal. The work plan will ultimately become part of the contract by reference to the proposal. It should describe and define in a specific, concise and straightforward manner the proposed approach to achieving the objectives and accomplishing the tasks described in this Request for Proposal. The Consultant’s internal control for ensuring communication with City staff is adequate and timely, and submittals are complete and on time should also be discussed. It should be concise, yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented in a logical, innovative and rational plan. THE PLAN SHOULD DESCRIBE EACH PHASE OR TASK OF THE WORK TO BE UNDERTAKEN INCLUDING THE PERSON-HOUR LEVEL OF EFFORT FOR EACH CLASS OF PERSONNEL AND FOR EACH SUBCONSULTANT.
5. Project Schedule: Using the detail in the Scope of Work, provide an outline of your firm's plan to prepare the Facility Master Plan, Design Development and Construction Documents, and provide the City with Bidding and Construction support services, and to meet the tentative project schedule. Include any special services your firm offers to meet the Departments need for timely completion and overall success of this proposal.

6. Supportive Information: Supportive information may include graphs, charts, photos, resumes, references, etc., and is to the consultant's complete discretion.

7. References: This section should describe work which is similar in scope and complexity to the project and which the Consultant team has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. The section shall also include a summary table showing the following information:

Name of project, project cost, and date Consultant services were provided
Names of Consultant's project manager and key team personnel
Scope of the Consultant team's assignment on the project
Name, Address, and current phone number of the Agency project manager

NOTE: A minimum of three (3) references are required for each of the following: prime Consultant, any sub-Consultants, Project Manager, and Key Staff on the project team. Each will be contacted by City staff. References with incorrect contact information will not count toward the required minimum. References should know the key personal included in the project organization chart.

8. Litigation: List any lawsuit or litigation and its outcome resulting from any public agency project undertaken by your firm within the last five (5) years or any project where a claim or settlement was paid by your firm or its insurers within the last five (5) years.

9. Conflict of Interest Statement: The prospective Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract or the City construction project. The prospective Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the City construction project.

a. Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the City are required to comply with the City’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals working for contractors providing services or performing work for the City, if such individuals are considered to be “consultants” under the Political Reform Act. The term “consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The City’s Conflict of Interest Code requires individuals who qualify as “consultants” to file the following statements of economic interests with the City:
b. Conflict of Interest Statements. The standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the proposer’s acknowledgement and agreement that, if the proposer is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City’s Conflict of Interest Code.

In addition, if the proposer is awarded the agreement by City, such proposer shall cause the following to occur within 30 days after execution of the agreement:

- The proposer shall identify the individuals who will provide services or perform work under the agreement as “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code;
- The proposer shall cause these individuals to file with the City Representative identified in the agreement the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code.
- Thereafter, throughout the term of the agreement, the proposer shall cause these individuals to file with the City Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the City’s Conflict of Interest Code. The City may withhold all or a portion of any payment due under the agreement until all required statements are filed.

10. **Insurance Coverage:** The prospective Consultant shall provide a summary of the firm’s insurance coverage for Comprehensive General Liability Insurance, Automotive Liability Insurance, Professional Liability Insurance, and Worker’s Compensation Insurance.

For additional information regarding insurance requirements, see “General Information” section 6 of this RFP.
11. **Local Business Enterprise (LBE):** Firms should submit all applicable forms shown in Attachment 2.

12. **Work Hours and Cost Estimate:** One (1) hard copy sealed Cost Proposal containing the detailed work plan by phase, consultant, classification, proposed hours, proposed fully loaded billable hourly rates (prefer no other direct costs) with a total not to exceed cost in a separate sealed envelope titled “**Land Park Amphitheater Renovation** Project – Fee Proposal (Bid # P181911221)”. This must be submitted using the City’s standard cost proposal format (see Attachment 6). A cost proposal must be included to be deemed responsive.

**GENERAL INFORMATION**

1. **Selection Process**
   The selection process is described below.

   A. After the period has closed for receipt of Request for Proposals (RFP), each will be examined to determine compliance with the format requirements specified in the RFP. Any proposal that does not meet the format requirements will be eliminated from competition and returned to the Consultant. The City may reject any proposal if it is conditional, incomplete, or contains irregularities.

   B. A Selection Panel (SP) will review each proposal that meets the format requirements. SP members will individually evaluate and score each in accordance with the scoring system shown in Attachment 1.

   C. Following independent evaluation of the proposal, the top candidates may be requested to participate in an interview, which will be scored in accordance with part 2 of the evaluation criteria, contained in Attachment 1. However, the City reserves the right to determine the qualifications of the firm on the basis of the written proposal only.

   D. All competitors will be notified of the results via email.

2. **Late Submittal**
   A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and will be returned to the proposer.

3. **Modification or Withdrawal of Submittal**
   Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received by the required time and date specified.

4. **Written Questions**
   Written questions should be submitted via the PlanetBids website where the RFP has been posted under the “Q&A” tab. Questions will be answered as they are received.

   The deadline to submit questions is February 14, 2018 at 2:00PM. Questions submitted after that time will not be addressed.
5. **Signature**
The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective Consultant contractually.

The signed cover letter constitutes certification by the prospective firm, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective Consultant complies with non-discrimination requirements of the State and the Federal Government.

An unsigned proposal or one signed by an individual not authorized to bind the prospective firm will be rejected.

6. **Insurance**
The firm shall provide a summary of the firm’s present and proposed insurance coverage (comprehensive general liability, professional errors and omissions (if required), automotive liability, and workers’ compensation) for this project. Maximum limits of coverage are as follows:

- **Comprehensive General Liability**: $1,000,000 combined single limit
- **Professional Errors & Omissions (if required)**: $1,000,000
- **Automotive Liability**: $1,000,000 combined single limit
- **Workers’ Compensation**: (in accordance with State laws)

Prior to commencement of the work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

1. That the insurer will not cancel the insured’s coverage without 30 days prior written notice to the City.
2. That the City will not be responsible for any premiums or assessments on the policy.

The firm agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the firm agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the City. In the event the firm fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

7. **Property Rights**
A proposal received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

8. **Confidentiality**
Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.
9. **Amendments to Request for Proposals**
The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The City also reserves the right to extend the due date, or to cancel this RFP at any time.

10. **Non-Commitment of City**
This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

11. **Award of Contract**
It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a cost-plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the Consultant selection process is completed.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age sex, or national origin.

The prospective Consultant will be required to adhere to the provisions of a fully executed agreement. Provisions of the agreement shall be based on a standard agreement approved by the City Attorney. Attachment E is a sample of this standard agreement. **Please include a statement in your cover letter that you agree to the terms and conditions set forth in the attached agreement.**

12. **Execution of Contract**
The prospective firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

13. **Public Domain**
All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

14. **Coordination**
Coordination of Consultant and City activities will be accomplished through a Firm Project Manager and the City Project Manager. The Firm Project Manager shall not be removed from the project during the course of work without City approval.

The firm shall carry out instructions as received from the City Project Manager and shall cooperate with the City and any other contractors working on the project.

It is not the intent of the foregoing paragraph to relieve the firm of its professional responsibility during the performance of this contract. In those instances where the firm believes a better plan, methodology or solution to the problem is possible, it shall promptly notify the City Project Manager of these concerns, together with the reasons therefore.

15. **Materials Provided by the City**
All existing City codes, standards and other city documents related to the project will be available at the firm's request.

16. **City Reserves the Right**
The City reserves the right to modify this RFP at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this RFP at any time.
17. **Rejection of Proposals**
The City of Sacramento reserves the right to reject any and all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City’s intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for award.

18. **Business Operations Tax Certificate**
Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to award of the contract.

Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

19. **Agreement with other City Departments**
The Consultant agrees to extend identical prices and services under the same terms and conditions to all City Departments. Each participating Department will execute its own Contract with the Consultant for its own labor compliance needs.

20. **Other Information**
Proposals may be withdrawn or modified before the due date of submission for proposals by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

Any agreement shall not be binding unless it is executed by authorized representatives of the City and the selected proposer. Proposing firms are solely responsible for any expenses incurred in preparing their proposals in response to this RFP.

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City. At such time as City staff recommends a Proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as “Trade
Secret” or “Proprietary” when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as “Trade Secret” or “Proprietary” and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as “Trade Secret” or “Proprietary” for which the City failed to give the above notice.

Any/all respondents responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on review of the proposal only.

The City reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and will be returned to the proposer.

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal’s duly authorized representative, and has been filed with the City.
## Attachment 1 - SAMPLE EVALUATION CRITERIA WORKSHEET

<table>
<thead>
<tr>
<th>WRITTEN PROPOSAL</th>
<th>MAXIMUM POINTS</th>
<th>REVIEWER SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introductory Letter</strong> – Reflects project understanding and summarizes critical issues, challenges, milestone tasks, and appropriate resourcing.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Project Team</strong> – Team organization, qualifications and experience of the firm, project manager, team, and sub-consultants on similar projects. Experience with City, state and federal projects and procedures.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td><strong>Availability</strong> - Key personnel are available and committed to the project</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Workplan</strong> – Assignment, understanding, and organization of tasks, understanding of interrelationship of critical tasks, hour commitment to each task, deliverables.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td><strong>Quality Control</strong> - Consultant’s internal controls, communications with City are adequate and timely, and provide assurance for complete submittals.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Schedule</strong> – Adequacy and reasonableness of schedule and deadlines.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL FOR SHORTLISTING</strong></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>References</strong> – See worksheet</td>
<td>10</td>
</tr>
<tr>
<td><strong>SUBTOTAL TO INTERVIEWS</strong></td>
<td>70</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>INTERVIEW (if requested by City)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Presentation by PM</strong> - Project understanding, critical issues, innovation, and solutions.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Presentation by team</strong> – Experience, roles and responsibilities, communication and coordination between team members, agencies, and City.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Q&amp;A</strong> – Response to panel’s questions.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL WITH INTERVIEWS</strong></td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Local Business Enterprise 5% Preference (if applicable)</strong></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td>100 (105)</td>
</tr>
<tr>
<td><strong>RANKING OF CONSULTANT FIRM (assigned after completion of scoring)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name of Evaluator:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Date Evaluated:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. LBE PARTICIPATION REQUIREMENT

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

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

When Does the LBE Program Apply?

<table>
<thead>
<tr>
<th>Supplies / Non-Professional</th>
<th>Professional</th>
<th>Public Projects</th>
<th>Supplies</th>
<th>Non-Professional</th>
<th>Professional</th>
<th>Public Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% LBE Preference Applies to Bid Evaluation?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>5% Minimum Participation Requirement? *</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either:
   a. a principal business office or workspace; or
b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS
A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder’s Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder’s Subcontractor and LBE Participation Verification Form.

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

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor’s authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE becomes bankrupt or insolvent.
3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
5. It would be in the best interest of the City.

C. **Subcontractor Substitution:** No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. **Reporting and Utilization Requirements and Sanctions:** Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor’s bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor’s bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

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

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

V. **DEFINITIONS**

A. **Local Business Enterprise (LBE):** A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. **Contractor:** The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. **Subcontractor:** The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. **Supplier:** The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for
performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.
Local Business Enterprise (LBE) Participation Verification Form
Professional and Nonprofessional Service Agreements of $100,000 or More

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID
IF A SEPARATE SEALED COST ESTIMATE IS REQUIRED, THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE

To be eligible for this agreement, the proposer or bidder shall list below all the business entities used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

<table>
<thead>
<tr>
<th>LBE Business Entity Name and Address (subject to verification)</th>
<th>Description of Work or Services to be provided</th>
<th>Estimated Dollar Value of Work or Services</th>
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The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Form Revised 2/3/2014
Attachment 3 - Sample Professional Services Agreement
THIS AGREEMENT is made at Sacramento, California, as of ____________, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Name of Contractor
Address
Phone/Fax/E-mail

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein and attached hereto, and the “Requirements of the Non-Discrimination in Employee Benefits Code” and “Ban-The-Box Requirements” described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**
A Municipal Corporation

By:______________________________

Print name:_______________________

Title:_____________________________

For: Howard Chan, City Manager

APPROVED AS TO FORM:

________________________________________
City Attorney

ATTEST:

________________________________________
City Clerk

**Attachments**

- Exhibit A  Scope of Service
- Exhibit B  Fee Schedule/Manner of Payment
- Exhibit C  Facilities/Equipment Provided
- Exhibit D  General Provisions
- Exhibit E  Additional Requirements for Surveying, Material Testing, and Inspection Services
CONTRACTOR:

____________________________
NAME OF FIRM

____________________________
Federal I.D. No.

____________________________
State I.D. No.

____________________________

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation *(may require 2 signatures)*

_____ Limited Liability Company

_____ Other *(please specify: ______________________*)

____________________________
Signature of Authorized Person

____________________________
Print Name and Title

____________________________
Additional Signature *(if required)*

____________________________
Print Name and Title
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The CONTRACTOR Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. Generally. Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be “consultants” under the Political Reform Act. The term “consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: [check one]

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

1. Identify the individuals who will provide services or perform work under this Agreement as “consultants”;

2. Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

4.1 The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.
EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

FEESCHEDULE/MANNER OF PAYMENT

1. CONTRACTOR’s Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $______________.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [Attach list of billable rates that apply, labeled “Attachment 1 to Exhibit B”.

3. CONTRACTOR’s Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

1. Job/Project Name
2. CITY’s current Purchase Order Number
3. CONTRACTOR’s Invoice Number
4. Date of Invoice Issuance
5. Work Order Number (if applicable)
6. CITY representative identified on the Purchase Order
7. CONTRACTOR’s remit address for payment
8. Description of services billed under Invoice
9. Amount of Invoice (itemize all authorized Reimbursable Expenses)
10. Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

`apinvoices@cityofsacramento.org`

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER  
CITY OF SACRAMENTO  
915 I ST FL 4  
SACRAMENTO CA 95814-2608

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY’s Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform the Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR’s costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR’s Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR’s compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR’s breach of this Section 7.
EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  

Not furnish any facilities or equipment for this Agreement;  

or  

Furnish the following facilities or equipment for the Agreement [list, if applicable]:
GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform
services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth
in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

   (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

   (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. **Indemnity.**

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Claims”), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. **Minimum Scope & Limits of Insurance Coverage**

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

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR. No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

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

(3) **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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

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

(5) **Professional Liability Insurance** providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:
Is_______   Is not ______ [check one] required for this Agreement.

If required, such coverage must be continued for at least ______ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

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

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.
E. **Verification of Coverage**

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

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

F. **Subcontractors**

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

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In
all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced 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 or Federal District 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.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

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

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

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

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

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

   
   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   **To be completed by the City Representative if this Agreement is for the performance of any Public Work:**

   Contractor DIR registration #: __________________________

Prior to the performance of Public Work by any subcontractor or subconsultant under this Form Agreement, Contractor shall furnish City the subcontractor or subconsultant’s current DIR registration number.
3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

Form Approved by City Attorney (Architects/Engineers/Surveyors) 2-8-17
Attachment 4 – Feasibility Study and Cultural Landscape Survey and Evaluation
William Land Park

William A. Carroll Amphitheater Renovation / Upgrades

Feasibility Study

Background / History-

The history of Wm. Land Park dates back to 1911 when William Land’s will have provided a gift $250,000 to purchase a public park. This did not become reality until 1922 when the current site (166.5 acres) was purchased, the first steps in development was the planting of 4,000 trees & 6,000 shrubs along with the construction of a water system (4 wells). The golf course was developed as one of the first amenities. The Zoo was developed in the present location starting in 1927 and expanded in 1956. Amusement and pony rides were added to the park in 1946. Development of Fairytale Town started in 1955 and first opened in 1959.

The Amphitheater was developed as a WPA project in the late 1930’s, probably being completed in 1940. The stage area was remodeled and upgraded in 1960 and the amphitheater named the Wm. A. Carroll Memorial Amphitheater (after a retired Park Superintendent). The stage remodel was designed by Harry Devine a noted Sacramento architect.

The current bench configuration of the amphitheater seats approximately 700, this does not include any lawn seating or seating along any of the low stone walls

The purpose of this feasibility study is to review requirements needed for the renovation of the amphitheater, including the entry area, seating areas, infrastructure, stage and backstage area.

The following list of possible improvements for the amphitheater was developed at a joint meeting with Sacramento City College and the Dept. of Parks & Recreation on February 11, 2009. Sacramento City College’s Drama Dept. is a primary user of the Amphitheater through their Shakespeare in the Park program that runs for approximately 5 weeks at the end of summer. It was also indicated that the City would also like to expand the uses of the amphitheater to include small concerts and movie nights.

Possible Improvements

1. Electrical upgrades
2. Sound upgrades
3. Benches w/ backs
4. New lighting stanchions
5. Stage improvements, top coat, level, backstage area, ADA access
6. General ADA improvements
7. Entry Area, building w/ tickets, control room for lighting/sound, projection, concessions
8. Restroom
9. Parking lot lighting
10. Covered seating (shade canopy)
11. Remove turf under existing benches

Process for each Improvement

Any improvement that could physically change, alter the look or feel of the Amphitheater would call for a CEQA report. Almost all the improvements listed will require a CEQA report, which in turn will require a Historical Survey done of the site as one of the first phases of the process. Bringing the existing electrical system up to meet current code levels, would likely not trigger a requirement for a CEQA report.

1. Electrical upgrades – have the existing electrical service reviewed and evaluated to determine the existing conditions, at a minimum the existing service should be brought up to Code / Plans, Contract & Building Permit Required.

2. Sound upgrades – review existing acoustic conditions and future requirements, upgrades would require, Plans, Contract, Building Permit, CEQA and Historic Survey.

3. Benches w/ backs – remove the existing benches and replace with a like number of benches with backs / Contract, CEQA and Historic Survey.

4. New lighting stanchions – replace the existing stanchions with new stanchions wired with electrical upgrades / Plans, Contract & Building Permit, CEQA and Historic Survey.

5. Existing stage improvements - top coat, level, backstage area, ADA access /Plans, Contract, Building Permit, CEQA and Historic Survey.

6. General ADA improvements - review existing conditions, provide access from the Entry Area to seating and stage / Plans, Contract, Building Permit, CEQA and Historic Survey.
7. Entry Area, building w/ tickets, control room for lighting/sound, projection, concessions – any structures or buildings will require Plans, Contracts, Building Permits, CEQA and Historic Survey.

8. Restroom - although a restroom was discussed at the meeting, it is most likely that portables will continue to be used when events are held at the Amphitheater.

9. Parking lot lighting – this is reference to the parking lot behind Fairytale Town (east) currently groups bring in portable lighting for the parking lot. There is usually not a problem when people arrive, but departing it is total darkness in the parking lot. / Electrical loads would need to be calculated, design would be required / Plans, Contract, Building Permit, CEQA and Historic Survey.

10. Covered seating (shade canopy) – although a shade canopy would be an added amenity in the hot sunny weather of summer it would require design / Plans Contract, Building Permit, CEQA and a Historic Survey.

11. Remove turf under existing benches – this would be implemented with item #3 above and a seemingly minor change, this is something that would change the “feel” of the site/Plans, contract, CEQA and Historic Survey.

The CEQA report would be done by City staff and take about six months at a cost of $15,000 +/- The Historic Survey would be done by an outside consultant at a cost of $3,000+/- This would be a two-part report, one to review the existing site and two to review the proposed improvements.
Cultural Landscape Survey and Evaluation of William Land Park
City of Sacramento, California

Prepared for
City of Sacramento,
Parks and Recreation Department

Prepared by
Mead & Hunt
www.meadhunt.com

and

PGA design inc
LANDSCAPE ARCHITECTS

January 2012
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Appendices

A Historic Maps

B1 Inventory of Major Park Features in William Land Park Historic
   District

B2 Inventory of Individually Eligible Properties in William Land Park

C Feature Location Map
Executive Summary

In April 2011 the City of Sacramento Department of Parks and Recreation (City) retained Mead & Hunt, Inc. (Mead & Hunt) and sub consultant PGAdesign, Inc. (PGAdesign) to complete a cultural landscape survey and evaluation of William Land Park located in the Land Park Community Plan Area between Sutterville Road and Thirteenth Avenue and Riverside Boulevard and Freeport Boulevard. The park is adjacent to the Land Park, South Land Park, and Hollywood Park neighborhoods and is located west of the campus of Sacramento City College.

The project identifies and evaluates the park and its major feature’s eligibility for listing in the Sacramento Register of Historic and Cultural Resources (Sacramento Register), the California Register of Historical Resources (California Register), and the National Register of Historic Places (National Register). Section 1 provides a detailed purpose and project description along with the research design and survey methodology.

Mead & Hunt prepared a context statement that places the development of William Land Park within the context of national and state park development, urban planning, and recreational development trends in Sacramento from 1900-1970. The context statement in Section 2 provided guidance in the identification and evaluation of major park features.

Mead & Hunt and PGAdesign conducted an inventory of major park features through a reconnaissance field survey in April-July 2011 along with feature-specific research to evaluate major park features. The results of these efforts are included in Appendices B1 and B2 and shown in Appendix C, which lists and provides the locations of the major features included in the inventory along with a summary in Section 3.

Based on the context statement and inventory, William Land Park was evaluated for its eligibility for listing in the Sacramento Register, the California Register, and the National Register. Mead & Hunt recommends that William Land Park meets the evaluation criteria and is eligible for listing in the National Register, the California Register, and the Sacramento Register as a historic district for its association with important local trends in the following areas: Community Planning and Development, Government, Entertainment/Recreation, and Landscape Architecture. In addition, two major park features within William Land Park individually meet National Register, California Register, and Sacramento Register evaluation criteria and are recommended eligible for listing in the areas of Entertainment/Recreation and/or Architecture: Fairytale Town and the entryway concession buildings at the Sacramento Zoo. The evaluation criteria and recommendations are discussed in Section 4.
1. Introduction

A. Project purpose and description
The project evaluates the historic significance of the park and its major feature’s eligibility for listing in the Sacramento Register (City Code Ch. 17.134 Historic Preservation), the California Register (Public Resources Code Section 5024.1), and the National Register (National Historic Preservation Act). City, state, and national registers’ evaluation criteria for listing are described in Section 4 along with the evaluation of William Land Park.

In conformance with these statutes, Mead & Hunt prepared a context statement that places the development of William Land Park in the context of national and state park development, urban planning, and recreational development trends in Sacramento from 1900-1970. The context statement is based on secondary and primary research of park history and city planning in libraries and archival collections in the local and regional area.

The context statement provided guidance in the identification and evaluation of major park features in the course of field investigation and inventory. An inventory of major park features was completed through a reconnaissance field survey in April-July 2011 to identify, document, and date both the built and the natural landscape features. Feature-specific research was conducted to evaluate major park features to determine if they contribute to a historic district and/or are individually significant.

Based on the context statement and inventory of park features, William Land Park was evaluated under the criteria of the Sacramento Register, the California Register, and the National Register. The specific criteria and standards of these statues and regulations are discussed in Section 4.

B. Research design and survey methodology
Mead & Hunt conducted research at the following repositories to develop a site history and identify important themes in the development of William Land Park:

- Shields Library, University of California, Davis
- California State Library, Sacramento
- Center for Sacramento History, Sacramento
- City of Sacramento Department of Parks and Recreation
Research yielded the following types of primary documents related to the establishment and development of William Land Park:

- Park plans and maps (1914-1960)
- Aerial photographs (1930-1950)
- Park brochures and guidebooks
- Architectural plans for buildings and features of the park, including Fairytale Town (1958-1960) and the Sacramento Zoo (1968-1970)
- City Council and Park Commission resolutions and correspondence
- Photographs of the park (1930-1980)
- Newspaper articles related to park development (1911-1935)

The bibliography provides research related to the planning of early twentieth century urban parks and primary documents related to William Land Park used in the preparation of this report. Additional information not available through repositories listed above was provided by Steve Belzer, chair of the Parks Committee, Land Park Community Association.

City personnel provided information and park documents not available through other public repositories. Mead & Hunt would like to thank the following city staff for assistance in providing materials and answering questions: Mary de Beauvieres, Principal Planner, City Department of Parks and Recreation; Roberta Deering, Senior Planner for Historic Preservation, City Community Development Department; Mary Healy, Director, Sacramento Zoological Society; Rebecca Bitter, Program Manager, City Convention, Culture, and Leisure Department; and Nathan Stephens, Customer Services Specialist, Urban Forestry, Department of Transportation.

A reconnaissance field survey to identify and document major park features was completed in April-July 2011 by Chris Pattillo of PGAdesign and Carol Roland and Chad Moffett of Mead & Hunt. The reconnaissance field survey resulted in the inventory of park features included as Appendices B1 and B2. Pattillo exceeds the Secretary of the Interior’s Professional Qualifications Standards for historic landscape architecture, and Roland and Moffett exceed the Secretary of the Interior’s Professional Qualifications Standards for history and architectural history (as outlined in 36 CFR Part 61).
2. Context Statement

A. Associated historic themes
Efforts to establish William Land Park began in 1918 with the acquisition of a tract of land south of the old Sacramento city grid. Park design was developed by landscape architect and Sacramento Park Superintendent Frederick Noble Evans. Construction began in 1922 under Evans’ direction. Within the history of William Land Park, two primary contextual themes were identified. The establishment of the park represents important national trends to provide open spaces for the enjoyment, health, and benefit of city residents under the historic context of the American Park Movement, while the efforts by the City to establish William Land Park within its park system is an important local context of Sacramento Community Planning and Park Development.

Within these major themes, several subthemes emerged based on trends in design/construction and historic events. The park represents a blend of urban park design principals addressed under the associated subthemes of Naturalistic Park Design and the Reform Park Movement. Additional subthemes examine the role of Federal Work-Relief Efforts and Park Design and the influence of the Playground Movement on the development of William Land Park.

The contextual themes provide the basis for establishing an association between individual park features and groupings of park features within the park in order to establish a period of significance and evaluate the significance of the park and its individual features in subsequent sections of this report.

B. American Park Movement

(1) The urban park
The emergence of America’s municipal parks was related to the belief that open spaces in urban areas were important to a city’s health and vitality. During the 1850s, following two national cholera epidemics, sanitary reformers and park advocates across the country used public health to bolster their argument for the creation of urban parks. ¹ Among the most forceful advocates was horticulturalist and landscape designer Andrew Jackson (A.J.) Downing, who was responsible for the 1851 design for the public grounds at Washington, D.C. (the Washington Mall), the nation’s first large city park. In addition to public health arguments, park proponents asserted that existing public squares were too limited and inadequate for urban recreational facilities. Parks, it was argued, could bring together all classes of people and evoke the democratic principles of the nation and be an agent of moral improvement, whereby the interaction of social classes within the park and the beauty of nature would inevitably lead to the cultivation of the lower classes. ²

² Schuyler, 61-65.
After acknowledging the need for urban parks as an antidote for worsening urban living conditions, Americans across the nation advocated for the establishment of public parks in their cities. While these efforts were diverse, they were united by the appreciation of the physical, psychological, and social benefits of nature and the concept of bringing nature into the city. The park embodied a new urban symbol defined by the irregularity of the natural landscape that was in direct contrast with the urban grid. One year following Downing’s 1851 design for the Washington Mall, New York City adopted Downing’s suggestion for a central park, which was ultimately designed by architect Calvert Vaux and landscape architect Frederick Law Olmsted. Influenced significantly by Downing’s philosophies of scenery preservation and landscape development, Vaux and Olmsted worked to refine the burgeoning ideas and conceptions that would define the American urban park.  

(2) Naturalistic park design
In the decades following the Civil War and the infancy of the American park movement, Vaux, Olmsted, and others advocated principles of naturalistic landscape design that blended manmade elements with a natural setting. During this period, Olmsted:

developed six principles guiding landscape design of public parks: scenery, suitability, sanitation, subordination, separation, and spaciousness. Scenery meant that designs that were to be compatible with the natural scenery and topography and consist of ‘passages of scenery’ and scenic areas of plantings. Sanitation called for designs that promoted physical and mental health and provided adequate drainage and facilities. Subordination required that all details, natural and artificial, were to be subordinated to character of the overall design. Separation called for the physical separation of areas having different uses and character, and for the development of separate byways for different kinds of traffic. Spaciousness called upon the designer to make an area appear larger by creating bays and headlands of plantings and irregular visual boundaries.

Olmsted’s six principles were actively adopted by other landscape architects and applied throughout the nation’s urban park movement, as landscape architects extolled the benefits of building parks and parkways within urban areas. Proponents of this vision believed that the juxtaposition of urban and rural landscape environments and the dissolution of the city grid could improve the quality and health of urban life. Landscape architects and social reformers also sought to provide some facilities for public recreation and improved health, including municipal playgrounds and athletic fields. In addition, landscape architects pleaded for comprehensive planning measures that took into account the acquisition of land outside of the existing city, in anticipation of future metropolitan growth. Although public acceptance of large-scale schemes was not immediate, the ideas of landscape architects such as Olmsted, H.W.S. Cleveland, and Charles Eliot permeated city planning efforts in New York, Chicago, Minneapolis, and Boston.

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3 Schuyler, 66-76.


Although Downing’s plan for the Washington Mall was the nation’s first public park design, it is Central Park in New York City that defines the country’s nascent urban park movement and early principles of a naturalistic landscape design. Begun in 1857 and based on Olmsted and Vaux’s winning design submission, Central Park included curvilinear paths and roads for several circulation systems and uses, including carriages, pedestrians, and horseback riders; spaces for mass recreation, including open areas for ball games, slopes for sledding, lakes for ice-skating and boating, and playgrounds; and clusters of trees and natural vegetation within a slightly rolling topography.\(^6\)

Between 1860 and the 1890s, the number of American urban parks proliferated. Among the notable examples are Prospect Park in Brooklyn, New York, which was designed by Olmsted and Vaux in 1866; Forest Park in St. Louis, Missouri, designed by Maximillian Kern in 1876; and the Chicago Lakeshore, designed by several landscape architects including Olmsted, Vaux and William Le Baron Jenney, which opened in advance of the 1893 World’s Columbian Exposition, also known as the Chicago World’s Fair.\(^7\)

During the early twentieth century, naturalistic landscape design was refined in a manner consistent with Olmsted’s six guiding principles and Eliot’s concern for landscape forestry. The naturalistic landscape was characterized by the preservation of natural character and harmonization of manmade improvements with the natural setting and topography via the preservation of existing vegetation and landforms, construction of rustic shelters of native stone and wood, and planting of indigenous species.\(^8\)

The principles of naturalistic landscape design extended into the twentieth century through academic textbooks and other publications, including the work of Henry Hubbard, a professor in Harvard’s school of landscape architecture. Hubbard encouraged the use of local stone, vegetation, and functional structures in harmonious design. Following Olmsted’s principle of subordination, Hubbard argued that buildings could be subordinated to their setting through harmonization of texture and color vis-à-vis the use of locally quarried stone to match natural outcroppings.\(^9\)

The two most prominent examples in California of naturalistic park design are Golden Gate Park in San Francisco and Griffith Park in Los Angeles, both developed in the late nineteenth and early twentieth centuries. Much like Central Park in New York, Golden Gate Park was constructed at some distance from the developed city grid of the 1860s and 1870s. The City of San Francisco selected a park site in what park historian Terrance Young characterized as the “outlands.”\(^10\)

\(^7\) Garvin, 46-53.
\(^8\) McClelland, “Historic Park Landscapes in National and State Parks,” E: 14-16.
Located approximately three miles south of the Golden Gate Bridge, Golden Gate Park extends along an east-west axis abutting the Pacific Ocean. William Hammond Hall, a former surveyor and engineer, was selected to design the park. This task involved transforming 1,019 acres of sand dunes into a picturesque landscape of trees, lakes, and meadows. Hall, who greatly admired Downing and Olmsted, was a firm believer in the idea that exposure to nature was inherently edifying to an urban population. During the period that Hammond worked on the park, he sought direct advice from Olmsted on matters of design and horticulture.

Hammond’s design within the rectangular Golden Gate Park site consisted of broadly curvilinear circulation paths, multiple artificial lakes, and large swaths of scenic meadow reminiscent of both Central and Prospect Parks. At the eastern end of the park, Hammond concentrated formal Beaux Arts elements that reflected the influence of the City Beautiful Movement, including a rectilinear concourse with a large open concert shell at one end, and a glass and wood exotic plant conservatory with adjacent formal gardens. These latter two elements would be reflected in John Nolen’s 1911 plan for Del Paso Park in Sacramento, as well as in the 1926 Master Plan for William Land Park. Foreshadowing the post-1900 Reform Park Movement that would eventually gain momentum, Hammond set aside space for a children’s playground. This “Children’s Quarter” was approved by the San Francisco Parks Commission in 1886 and is likely the oldest established playground in the U.S.

Griffith Park was donated to the City of Los Angeles in 1896. Part of the Mexican land grant Rancho Los Feliz (near the Los Angeles River), it was the gift of Colonel Griffith J. Griffith who had established an ostrich farm on the property in 1882. It became one of the nation’s largest municipal parks at the time with more than 3,000 acres. Located a few miles from the downtown center of Los Angeles and at the eastern end of the Santa Monica Mountains, Griffith Park featured steep topography on three sides of its perimeter. Unlike Olmsted and Vaux’s Central and Prospect Parks and Hall’s Golden Gate Park, which featured artificial landscapes based on natural scenery, Griffith Park was left virtually in its natural state.

Although Golden Gate and Griffith Parks were the most prominent examples of naturalist park design in California, a number of parks were developed within this tradition in the prosperous agricultural towns of the Central Valley in the late nineteenth century. Important among these...
were Roeding Park in Fresno, designed by landscape architect Johannes Reimers, and Graceada Park in Modesto, designed by John McClaren, and Bidwell Park in Chico. All three parks were completed prior to William Land Park in Sacramento.17

(3) The Reform Park Movement

By the early twentieth century, planners became more involved with urban reform efforts. Concerns shifted to social factors, such as those espoused by the Settlement House Movement, which sought to improve urban neighborhoods, housing, and sanitation. Social reform advocates, including Jacob Riis and Jane Addams, greatly influenced the aims of urban planners and park designers by emphasizing the provision of municipal services to an often-impoverished urban population. Citizen advocates and reformists strove to improve the quality of life for everyone living in an urban center. This reform spirit was particularly strong in women’s clubs and women’s civic organizations that lobbied for children’s playgrounds and organized athletics in the belief that these activities kept children off the streets and engaged in socially positive activities. Landscape aesthetics in the form of parks and parkways became a tool for meeting public planning needs, and parks emerged as healthy public spaces that were accessible to everyone. Moreover, the addition of green space to an overcrowded and bleak urban center was thought to provide a moral and healthy outlet from the city’s social ills.18

The central focus of the Reform Park Movement was not the presentation and passive enjoyment of nature, but the use of the park’s natural environment to segregate spaces within the landscape for well-defined activities, such as sports and recreation. Aesthetics and natural values generally took a backseat to the interests of program and recreation. While plantings remained an important element in the reform park, the introduction of baseball fields, tennis courts, soccer fields, bridal paths, children’s playgrounds, and public golf courses became the paramount objective of park-making. Parks also came to include buildings and facilities for play equipment and changing or storing clothing; field houses; golf course clubhouses; and in cities with inclement weather, gymnasiums and indoor play and exercise spaces. The curvilinear and picturesque effects in earlier parks increasingly gave way to rectangular, symmetrical, and formal organization.19 Historian Galen Cranz quotes an early twentieth century Chicago park official who aptly summarized the difference between nineteenth and twentieth century parks: “The


contrast in old and new park service is striking in that the former furnished merely a place for recreation, while the latter furnishes first of all a scheme of recreation.”20

In many cases, older naturalistic parks such as Golden Gate Park adapted to and added new uses in the early twentieth century. Golden Gate was notable for its early expansion of the “Children’s Quarter,” or playground area, which served as a model for many other urban parks in the 1910s and 1920s.21 During this same period, and also influenced by the Reform Park Movement, Griffith Park in Los Angeles installed bridle paths, vehicular roadways, the Griffith Observatory, the Greek Theatre (an amphitheater), five golf courses, and picnic and recreation areas.22 Many parks, including William Land Park, exhibit aspects of both traditions, with woodlands, lakes, and curvilinear circulation patterns evocative of naturalistic park design combined with an intensive pattern of activity-based land use consistent with the Reform Park Movement.

**The Playground Movement**

The Playground Movement is a subtheme that emerged from the Reform Park Movement. It was started by social reformers and proponents of the Settlement House Movement well before playgrounds were frequently incorporated into public parks. In the 1870s playground advocates emphasized placing play equipment in schoolyards, but by the late 1890s focus shifted to the inclusion of playgrounds in public parks.23 By 1900 New York, Chicago, Philadelphia, Pittsburgh, Baltimore, New Haven, Providence, and San Francisco had introduced children’s playgrounds into their city parks.24 In 1906 the loosely organized Playground Movement took on institutional form through the establishment of the Playground Association of America.25 Cities also began to establish city playground commissions, separate from their park commissions or boards. San Francisco established such a board in 1907, and Sacramento appointed a similar board in 1912 that was given jurisdiction over all city playgrounds.26 Playgrounds generally consisted of equipment intended to encourage active play such as climbing, swinging, and other forms of physical activity.

(4) **Federal work-relief efforts and park design**

Following the stock market crash of 1929 and the onset of the Great Depression, improvement and construction in the nation’s urban parks initially suffered substantially due to reduced city

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20 Cranz, 66.
21 Cranz, 86.
22 Garvin, 50-51.
23 Cranz, 63.
24 Cranz, 63.
25 Cranz 63.
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Context Statement

budgets. Following his election in 1933, President Franklin D. Roosevelt instituted a broad range of economic relief programs known collectively as the New Deal. One of the largest and most popular of these programs was the Works Progress Administration, known generally as the WPA. This program employed a wide range of professionals, artisans and craftspeople, fine artists, and writers in projects that would enhance towns and cities all over the country. The WPA built schools, public buildings, and monuments; produced murals in public buildings; and improved municipal infrastructure, including city parks. Typical work-relief efforts included grading and landscaping; installing drives and paths; infrastructure projects, such as bridges, culverts, and road improvements; and constructing playgrounds and Rustic-style park structures such as comfort shelters and picnic stations using local materials.

(5) Post-World War II park development
Following World War II, urban park development throughout the country focused on the improvement of recreational and fitness facilities. In general, community recreation activities expanded during this period and a greater popular awareness of recreational opportunities existed. In 1956 the President’s Council on Physical Fitness and Sports was established, thus emphasizing the widespread national concern with physical fitness and recreation. President Dwight D. Eisenhower established the Outdoor Recreation Resources Review Commission in 1958 to identify America’s outdoor recreation needs. The final report encouraged a national outdoor recreation policy, expansion of programs, organization of a Federal Bureau of Outdoor Recreation (BOR), and a federal grant program. In 1962 the BOR was created and charged with coordinating outdoor recreation programs among federal agencies and assisting state and local governments with recreation planning. BOR recreation requirements resulted in municipal and state recreational development within parks and provided funding through the 1970s.27

Simultaneously, a postwar shift in child rearing philosophy emphasized less strict discipline and the fostering of imagination and creativity in children. As a result, playgrounds began to take new forms and designs. Historian Galen Cranz acknowledges that one of the earliest manifestation of this new orientation in parks was the introduction of brightly colored, although traditional, playground equipment.28 From here it was only a short step to introducing play equipment designed in the fanciful forms of animals, dragons, and storybook characters.

Fairytale and storybook figures were introduced into urban parks in the 1950s. They had their origins in popular tourist attractions that had proliferated in the 1930s through the early 1950s at resorts and on well-travelled tourist highways, particularly in the Adirondacks and Florida. Most of these resorts and roadside attractions were organized around a fantasy village that recreated scenes and characters according to a specific theme such as Santa Claus, the western frontier, Paul Bunyan, and frequently, popular children’s stories. Story figures and scenes that centered around animals such as the Three Little Pigs or the Three Billy Goats Gruff often incorporated

28 Cranz, 126.

During the 1950s women’s groups adopted the idea of placing fantasy and adventure lands in municipal parks. Fantasylands were thought to encourage “versatility, spontaneity, a freedom and openness of physical plan and programming, the encouragement of dramatic and imaginative play” that was thoroughly in keeping with postwar philosophies of child rearing.\footnote{Cranz, 131.} Other advocates argued that these fantasy scenes encouraged children to read.

One of the first of these fairytale attractions in California parks was the Children’s Fairyland in Oakland, California, opened in 1950. The design was executed by William Russell Everett, a fantasy architect who designed movie sets.\footnote{Historic American Landscape Survey, \textit{Children’s Fairyland, Oakland, California}, prepared by Chris Pattillo and Jennifer Law, 2005.} Oakland quickly became a model for many other park fairylands, including Golden Gate Park in San Francisco.\footnote{Cranz, 126.} Other well-known examples are La Laguna de San Gabriel, also known as the dragon park, designed by sculptor Benjamin Dominguez in the 1960s and recently restored; Storyland at Roeding Park in Fresno; and Caper Acres at Bidwell Park in Chico. The culmination of this type of attraction on a grand scale was the privately constructed park at Disneyland in Anaheim, California.

C. Sacramento community planning and park development

City planning and park development within the Sacramento largely reflect the national trends discussed above. When John Sutter’s son platted Sutter’s Mexican land grant into an urban grid in 1848, creating the City, he dedicated select streets, alleys, and city blocks for municipal purposes. Included in this gift to the City were 10 blocks intended for park and civic development. These squares were scattered throughout the city from First to 30th and C to Y Streets (see Appendix A, Figure 1).\footnote{Steven Avella, \textit{Sacramento: Indomitable City}, (Charleston, S.C.: Arcadia Press, 2003), 31.} Today these public squares include Fremont Park, Winn Park, and Caesar Chavez Plaza. Although it took many years to develop Sutter’s squares, they constituted the city’s first public parks.\footnote{Avella, 31.}

In addition to Sutter’s squares, two other currently existing parks were established prior to 1900, including McKinley Park, which is located on the east side of the old city grid between E and H Streets on the north and south and Alhambra Boulevard and 33rd Street on the west and east (labeled East Park in Appendix A, Figure 1). McKinley Park was initially developed in the 1870s by private interests. The City assumed responsibility for the park in 1902 at the urging of the Tuesday Club (a women’s civic organization).
The second park established prior to the turn-of-the-century was Southside Park, which is located at the south end of the original city limits between U and W Streets on the north and south and 6th and 8th Streets on the east and west. The City established Southside Park in the 1890s under pressure from the Southside Improvement Association to clean up a large vacant lot in that location that had been used as a dump and sewage channel.\textsuperscript{35}

During the early years of the twentieth century, Sacramento underwent a profound political transformation from a city that was substantially controlled by the Central Pacific Railroad and its political allies and “bosses,” to a city led by progressive reformers who not only espoused political reform, but also sought to carry out an ambitious program of civic improvements. As Sacramento historian Steven Avella characterizes this period: “local progressives in Sacramento framed virtually every public issue as a struggle between the forces of urban advance and a reactionary cabal consisting of the overly powerful railroad and its puppet politicians.”\textsuperscript{36} Led by individuals such as C.K. McClatchy, owner and editor of the \textit{Sacramento Bee}, and Hiram Johnson, later to become Republican governor of California, the city’s business and social elite, such as the Chamber of Commerce and women’s clubs, were not only successful in changing local government, but were able to initiate programs of civic reform that were intended to promote Sacramento as a “good place to live.”\textsuperscript{37} Within a short time the reformers built a new City Hall in the Beaux Arts style on the civic plaza (now Cesar Chavez Plaza) 1910, successfully annexed large suburban tracts to the south and east of the old Sutter Grid (1911), and purchased 828 acres of the Del Paso land grant along Arcade Creek to be preserved as a city park (1911).\textsuperscript{38} Independently, civic groups added to this effort with projects such as the restoration of Sutter’s Fort carried out by the Native Sons and Daughters of the Golden West.\textsuperscript{39}

True progressives, the City’s reformers believed in the benefit of professional and technical expertise and sought the assistance of professionals in the newly emerging field of city planning to guide the city’s long-range growth and geographic expansion. A group of “public spirited citizens” raised money at the urging of the Woman’s Council of Sacramento to bring Charles Robinson from Illinois to assess the City’s planning issues in 1908. Although Robinson produced a set of recommendations, including the introduction of diagonal streets into the city and the improvement of M Street from the Capitol, little

\textsuperscript{35} Patterson, 3.

\textsuperscript{36} Avella, 77.

\textsuperscript{37} Avella, 79; While Hiram Johnson was a Republican, he was associated with the Lincoln-Roosevelt League and a founder of the Progressive Party in 1912, see “Hiram Johnson” at http://en.wikipedia.org/wiki/Hiram_Johnson (accessed 21 December 2011) and “The Governor’s Gallery” at http://governors.library.ca.gov/23-hjohnson.html (accessed 21 December 2011).

\textsuperscript{38} Avella, 81-82. The Del Paso Mexican land grant of 44,000 acres along the American River, owned by Ben Ali Haggin, had remained undivided, blocking development north of the city until 1910. In that year a syndicate raised the money to buy the entire Haggin holding and began to subdivide and sell off tracts in the former grant. Sacramento County Historical Society; Nolen, 1.

\textsuperscript{39} Myrtle Shaw Lord, \textit{A Sacramento Saga: Fifty Years of Achievement-Chamber of Commerce Leadership}, (Sacramento: Sacramento Chamber of Commerce, c. 1946), 188.
appears to have come of his plan. However, his visit was the first of several by nationally prominent planners who advised the City over the next decade.\textsuperscript{40}

During the same time as Robinson’s visit, the Chamber of Commerce organized a “Park Committee” headed by a prominent municipal judge and J.C. Carly, a rising developer with substantial interests in the suburbs south of the city where William Land Park would eventually be located.\textsuperscript{41} The Chamber of Commerce also invited 50 men and women from prominent civic groups to work with the committee. During this time, the Chamber of Commerce announced that while its number one goal remained a safe and sanitary municipal water supply, a cause that had been instrumental in its founding, the achievement of “a big park” for the city had risen to second place in its list of desired civic improvements.\textsuperscript{42}

Following the city’s 1911 purchase of the 828-acre Arcade Creek property in the Del Paso land grant, located northeast of the city and north of the American River, the Chamber of Commerce Park Committee raised funds to hire John Nolen, a well-known city and park planner from Boston.\textsuperscript{43} In anticipation of Nolen’s visit, the city also passed a bond to finance additional land acquisition within the Del Paso grant lands. The North Sacramento Land Company, real estate developers in Del Paso, donated an additional 300-foot-wide strip of land from the American River to the site of the new park for the creation of a “grand boulevard.”\textsuperscript{44}

In 1911 Nolen presented his plan for the development of Del Paso Park, located within the Arcade Creek property. Noting that every progressive city must have at least one large park, he detailed a plan that combined Beaux Arts formalism, naturalistic park design, and elements of the reform park movement. In addition, Nolen proposed a parkway that extended along the American River. Nolen acknowledged the seven-mile distance between downtown Sacramento and Del Paso Park created access problems, and in response he proposed a broad boulevard extending from the state Capitol north along Eleventh Street and across the American River to Del Paso Park. He noted that this broad boulevard would allow for a long scenic vista between the park entry and the Capitol building.\textsuperscript{45}

The City was apparently pleased with the plan for Del Paso Park and invited Nolen back in 1914 to undertake a broader plan for a system of city parks. On his arrival in June 1914, Nolen stressed that growing cities needed to adopt a clear plan for municipal park development before the opportunities for land acquisition were severely curtailed by existing development. He cited Kansas City, Denver, and San Diego as examples of cities where such comprehensive planning was well advanced.\textsuperscript{46} At a dinner attended by a hundred of the city’s elite citizens and civic leaders, Nolen presented his principles for the

\textsuperscript{40} Lord, 189.
\textsuperscript{41} Lord, 188.
\textsuperscript{42} Lord, 188.
\textsuperscript{43} Lord, 196.
\textsuperscript{44} Lord 193-195.
\textsuperscript{45} Nolen, 8.
\textsuperscript{46} \textit{Sacramento Bee}, “Park Planner Nolen Arrives to Lay Out City System,” 10 June 1914, 1.
development of a Sacramento park system. He stressed parks, like sewer and water systems, should be used by the entire community, rather than limited to neighborhoods. Moreover, Nolen asserted that parks should take advantage of natural topography and features, the most notable of which he found to be Sacramento’s rivers and waterfront. While he recommended the enlargement of Southside and McKinley Parks, Nolen did not weigh in on the proposed park to honor William Land, discussed in the next section.\(^{47}\)

In 1915 Nolen presented his completed plan for a citywide park system to the City Parks Board, which included recommendations for 48 new parks and 64 “common centers and breathing spaces.” Nolen’s plan (see Appendix A, Figure 2) assumed the major city park would be the Del Paso Park for which he had prepared formal plans in 1911. His only recommendation for the south area of the city was the creation of a parkway along the Sacramento River near Riverside Boulevard.\(^{48}\) Neither of Nolen’s plans was formally adopted or implemented. However, Nolen’s plan for a continuous park along the American River was later echoed by Frederick Law Olmsted Jr., who proposed a similar system of river parkways in the 1950s. The current American River Parkway is in part a realization of these earlier plans.\(^{49}\)

D. The development of Land Park

(1) William Land and the selection of a park site

William Land, a successful Sacramento businessman, developer, and politician, died in December 1911, at which time he bequeathed funds to purchase “a public park within a suitable distance of said City of Sacramento, and which public park shall be known as, and called the ‘William Land Park.’”\(^{50}\) During his lifetime, Land had served as Sacramento’s mayor from 1898-1899, was a long-time president of the Chamber of Commerce, and an enthusiastic supporter of civic betterment and social reform.\(^{51}\) Land’s bequest came at a time when the City was emerging from a frontier past and was self-consciously engaged in a series of reforms and civic improvement programs intended to turn the state capitol into a forward-thinking and progressive municipality.

Land left the location of the future park to the discretion of the Mayor and City Board of Trustees. The City, in turn, solicited proposals for sites suitable for a large park. Eleven proposals were received, from which the City selected a site south of the old city grid that consisted of 238 acres.


\(^{50}\) Last Will and Testament of William Land, typescript copy in the files of the Department of Parks and Recreation, City of Sacramento, n.d.

known as the Swanston-McKevitt tract. Appendix A, Figure 1, shows the old city grid and City development as it existed in 1900. The largely undeveloped land the City annexed in 1911 to the south and west of the old city grid included the Swanston-McKevitt tract located between Riverside Boulevard and Freeport Boulevard, near Sutterville Road (formerly Whiskey Hill Road). In 1918 the City Council passed Resolution No. 12166, which accepted the Swanston-McKevitt tract for the price of $146,836.53 At the time of the sale, in addition to the Oak Park subdivision developments to the southeast, the area to the south of the old city grid (south of Y Street) consisted primarily of small farms and tracts of land purchased for their future development potential. Two city cemeteries, the Old City Cemetery and the Catholic Cemetery, were located south of Y Street, and the Highland Park and West Curtis Oaks subdivisions were just beginning development.

The selection of the Swanston-McKevitt tract was not without controversy. The site was located in an area subject to periodic flooding, and according to its detractors, the proposed park site was swamp and tule land. At the same time, a number of civic leaders argued that the Land bequest should be used to realize the Nolen plan on the Arcade Creek property in Del Paso. The Chamber of Commerce Park Committee in 1912 had recommended that William Land’s tomb be moved to the land acquired earlier for the creation of Del Paso Park, and that the park be renamed in his honor.

This controversy halted further development of the park. Adding to the controversy was a statement by Land’s attorney that it had been Land’s intention that the park be built close to the city center to benefit working men and their families, a criterion that the Del Paso Park location failed to meet. Land, whose life is characterized as a gold-rush era rise from rags to riches, was known for his concern for the social welfare of the city’s less fortunate. When the City accepted the Swanston-McKevitt tract offer in 1918, the factions favoring the Del Paso Park option initiated a ballot measure to force the use of Land’s funds on the north Sacramento park property. In response, a coalition of labor groups such as the Federated Trades Council, and south Sacramento neighborhood groups representing Curtis Oaks, Oak Park, Southside Park, and Elmhurst, organized a campaign on behalf of the Swanston-McKevitt tract. Proponents of

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53 City Council Resolution No.12166 adopted January 8, 1918; Acceptance of offer by the City of Sacramento, January 14, 1918, signed by George Swantson and F.B. McKevitt. Typescript copies in the files of the Department of Parks and Recreation, City of Sacramento.

54 Sacramento City Map, 1918, available at the Map collection of the California State Library, Sacramento.

55 Wood and Tatum Real Estate Company, Map Sacramento City and Suburbs, Sacramento County, California, 1910; Sacramento City Map, 1918.


57 Patterson, 9.

58 Riverside Park Club, 1; Avella, 96.
the site argued that the Swanston-McKevitt tract was not only located close to the city center, in compliance with Land’s wishes, but could be easily reached by means of the existing publicly accessible Riverside Boulevard streetcar line. By early 1918 the Chamber of Commerce, which had been instrumental in promoting a large civic park for the city and originally favored the Del Paso proposal, voted for a “hands off” policy. Public controversy was accompanied by litigation involving the City Council, members of the Land family, and the owners of the Swanston-McKevitt tract. Court battles were finally resolved in 1922, which allowed the city to begin development of William Land Park in the Swanston-McKevitt tract.

(2) Fredrick Noble Evans and early park design

While litigation prevented the City from moving forward with development of the park, the City did move forward with hiring a new Park Superintendent. In 1922 Fredrick Noble Evans was a graduate of the newly established landscape architecture program at Harvard University. While at Harvard, Evans probably studied under Frederick Law Olmsted, Jr. who founded the program. After graduating from Harvard, Evans worked briefly in the Olmsted Brothers’ Brookline office, where he was exposed to the Olmsted philosophy of naturalistic park design. After working with the Olmsted Brothers, Evans then left Boston to establish his own practice in Cleveland in 1914 and taught at the University of Illinois. In 1919, while still teaching at the University of Illinois, Evans published the book *Town Improvement*, a treatise on appropriate principles for the physical improvement of urban areas. The book contained a chapter on parks and open spaces in which he references the work on Olmsted, demonstrating the influence Olmsted had on Evans. Shortly after being hired as a landscape architect for the City, Evans was promoted to Park Superintendent and held this position for 26 years. During his tenure as Park Superintendent, Evans shaped the design and development of William Land Park along with many of the City’s other parks and tree plantings along city streets. Evans was the landscape architect responsible for the design of William Land Park that transformed the Swanston-McKevitt tract into the city’s first major municipal park.

Prior to the selection of the Swanston-McKevitt tract in 1918 and the subsequent involvement of Evans in the early 1920s, a proposed design, or bird’s eye view, of the city south of the old city

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59 Lord, 213.
60 Avella, 96; Lord, 219.
61 Lord, 189-199.
grid drawn by Edward Muse in 1912 envisions a site with landscaping and park features. While this design was not adopted by the City, it contains a number of features later incorporated into plans completed in 1922 and 1926 for the park, such as curved roadways, athletic fields, a zoo, a children’s playground, a large pond, and a golf course. The 1912 proposed design also shows a wide boulevard between Freeport Boulevard and Riverside Boulevard indicated as “Land Park Way” that bisected the park and connected it to the city via Broadway Avenue.

(3) Physical development and design influences

(a) Overall design and early improvements

In 1922 Evans completed a preliminary plan for the park that guided initial development of the Swanston-McKevitt tract. Levees were constructed to prevent seasonal flooding, swampland was drained, and 4,000 trees were planted over the 238-acre parcel based on preliminary plans. That same year William Carroll was hired as the foreman in charge of park development. While not responsible for the park’s design, Carroll was involved in implementing Evans’ plan and subsequent park development.

In 1923 and 1924 the golf course and golf house were completed to considerable fanfare. The golf house (non-extant), designed by the local architectural firm Dean and Dean, was constructed in the Colonial Revival style and located approximately at the current entrance of Fairytale Town. The golf house was demolished in 1958 and a new golf house, designed by the local architecture firm of Rickey and Brooks in the Mid-century Modern style, was constructed at the present entrance to the golf course.

In 1926 Evans produced the General Plan for William Land Park (General Plan) shown in Appendix A, Figure 3. Changes between the 1922 draft plan and the 1926 General Plan were

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66 Muse, 1.

67 Avella, 96.

68 City of Sacramento Department of Parks and Community Services, “Zoo-2002, Master Plan for the Sacramento Zoo and Surrounding Area,” prepared December 13, 1988, available in the files of the Department of Parks and Recreation, City of Sacramento. William Carroll’s career spanned 36 years including serving eight years as parks superintendent. At least two park features in William Land Park memorialize Carroll’s service: a small scale memorial and the redesigned amphitheater (see Appendix B1).


70 Golf Clubhouse photograph, Sacramento Bee Photograph Collection. In the photographic archive of the Sacramento History Center, Sacramento, c. 1930.

71 Correspondence, Department of Parks and Recreation, City of Sacramento to William L. Land, Esq., Beverly Hills, California, 2 February 1977.
primarily in the arrangement and placement of park components, most notably the location of
buildings and structures, rather than in the intended uses or planting arrangements.\(^{72}\)

The General Plan and subsequent development of the park resulted in numerous points of
access to the park and into an internal curvilinear roadway system. Access was provided along
the north end of Freeport Boulevard, along 13\(^{th}\) Avenue, at the corner of Freeport Boulevard and
Sutterville Road (no longer open), Sutterville Road (onto what later became Land Park Drive),
and off of Riverside Boulevard. Near the Riverside Boulevard entrance was a stop on the
Riverside Boulevard streetcar line that provided low cost access to the park.\(^{73}\) Although not
included in the 1926 General Plan, other park records indicate that “entrance improvements” had
been made by 1923, which are likely the battered river cobble pillars found at the Sutterville Road
entrance and the entrance at the corner of Freeport Boulevard and Sutterville Road.\(^{74}\)

A series of artificial ponds (shown as Lakes on the 1926 General Plan) were spread across the
eastern portion of the park between Land Park Drive and Freeport Boulevard, with the majority of
the remaining eastern portion of the park devoted to a nine-hole golf course. A small number of
buildings, including a conservatory, a natural history department, and a refectory, were
concentrated in the southwest corner of the park, while a park nursery was envisioned east of
Land Park Drive along Sutterville Road. Additional buildings included a proposed golf house, a
field house, and a tennis house. Organized picnic grounds were located on the west extension of
the park between Land Park Drive and Riverside Boulevard. The Swanston Memorial was also
shown in the 1926 General Plan.\(^{75}\) The geometrically designed memorial, built at the bequest of
the Swanston family, was executed by well-known San Francisco sculptor Ralph Stackpole in
1925.\(^{76}\) By 1927 the baseball fields on the west side of Land Park Drive had been completed.

In the same year, the zoo opened in the southwest corner of the park to the northwest of
Sutterville Road and Land Park Drive.\(^{77}\) The first publically sponsored animal exhibits in
Sacramento opened in 1915 after the City Park Commission procured live alligators for display in
McKinley Park, an event that merited front-page coverage in the \textit{Sacramento Bee}.\(^{78}\) In the same
year Miller and Lux, the large ranching and land company, donated 12 Tule elk from their

[1926]. Sacramento, California.


\(^{74}\) Correspondence, Department of Parks and Recreation, to William L. Land, Esq. 2 February 2, 1977.


\(^{76}\) City of Sacramento, “Department of Parks and Recreation Administrative Records 1915-1977, available at the
collection of the Sacramento History Center.

\(^{77}\) Correspondence, City of Sacramento to William L. Land, Esq., 1977.

\(^{78}\) Kenneth Johnson, “The Sacramento Zoo,” typescript in the files of the Department of Parks and Recreation,
City of Sacramento, 1; \textit{Sacramento Bee}, “Atkinson to Get Alligators for Park,” 7 September 1915, 1.
Buttonwillow Ranch for display in a paddock in Del Paso Park.\textsuperscript{79} The collection of animals at McKinley Park increased through the 1910s and early 1920s with the acquisition of monkeys, raccoons, and birds. At this time, Southside Park also displayed wolves and coyotes and the private Joyland Amusement Park in the Oak Park neighborhood of Sacramento had a lion, a bear, and an ostrich on display.\textsuperscript{80}

In the mid-1920s the City decided to consolidate its various live animal exhibits into one location and to create a municipal zoo. William Land Park emerged as the best candidate site, offering a large area in the southwest corner of the park behind the Swanston Memorial, in the areas indicated for the natural history collection, animal department, and stable shown on the 1926 General Plan (see Appendix A, Figure 3). The City purchased the animals on exhibit at Joyland Amusement Park to enhance the collection and developed enclosures, such as paddocks and cages, for displaying the animals to the public. The zoo opened in June 1927.\textsuperscript{81}

After the zoo opened, Superintendent Evans made improvements by adding landscaping and gravel paths and a pond for waterfowl and ducks, many of which were removed during subsequent renovations.\textsuperscript{82} In 1933 the zoo began adding more exotic animals when it acquired a kangaroo and later an elephant in 1948, a trend that continued into the 1960s and 1970s. In 1956 the Sacramento Zoological Society was founded to support and assist the zoo and promote its growth and diversification.\textsuperscript{83} Today, this nonprofit group manages the zoo.\textsuperscript{84}

Aerial photographs verify that by the early 1930s substantial progress had been made in realizing the major features of the 1926 General Plan and that the trees planted in 1922 were maturing and providing a canopy for the park.\textsuperscript{85}

Based on site investigations, the design of the 1926 General Plan appears to have guided park development with many of the park features and uses, which are still in place today. The design of the park provides many of the features common to regional and national trends in park design in landscape architecture during the early twentieth century, including the Naturalistic and Reform Movements.

\textsuperscript{79} Johnson, 1.

\textsuperscript{80} Johnson, 2. Joyland Amusement Park developed as a private amusement park and was not designated McClatchy Park until after William Land Park was established. For this reason, a discussion of Joyland Amusement Park was not included in the context.

\textsuperscript{81} Johnson, 2.

\textsuperscript{82} Sacramento Bee, “Plans for Improving Zoo Grounds are Made,” n.d., n.p.

\textsuperscript{83} Sacramento Bee, “Zoo Acquires Kangaroo,” 25 January 1933, 12; Johnson, 8.

\textsuperscript{84} “Sacramento Zoo” at \url{http://www.saczoo.org/} (accessed 5 June 2011).

\textsuperscript{85} Aerial photograph, c 1932, available at the Sacramento Bee Photograph Collection, Sacramento History Center.
(b) **Influences of naturalistic park design**

Although the 1926 General Plan placed a strong emphasis on areas specifically designated for sports and recreation, the plan did not abandon the principles of the Naturalistic Park Movement. This is no doubt a result of Evans’ training in the landscape architecture program at Harvard and subsequent work with the Olmsted Brothers, both of which espoused Naturalistic design principals.

Park features associated with the Naturalistic Park Movement include a curvilinear circulation pattern that provided separated auto paths, pedestrian walkways, and bridal paths; dense tree plantings, especially along the park boundaries, which separated the park from the city streets and created views and vistas; and clustered tree plantings and the creation of ponds to emulate the pastoral environment. The fairways of the golf course also provided long views and vistas through the park separated by massed plantings of Casurina trees, which mimicked the large open meadows that were a popular feature of the naturalistic design.

(c) **Influences of the Reform Park Movement**

While Evans was clearly influenced by his early landscape training, he was a strong advocate of the recreational park based in his belief that parks were only “secondarily places of beauty.”**86** Evans’ dedication to recreational areas is demonstrated in the recreational features associated with the 1926 General Plan, which included the nine-hole golf course and a golf house; athletic fields for baseball, football, and soccer; parade grounds; bridle paths; picnic areas; playgrounds; and tennis courts. Buildings and structures serving sports and recreational uses include the zoo area with a stable, natural history collection, and animal department. A refectory and a conservatory with formal gardens were included in the plan, but appear never to have been executed.**87**

(d) **The Great Depression, federal work-relief efforts, and World War II**

By the onset of the Great Depression much of the design called for in the 1926 General Plan had been realized in the park.**88** Following national and regional trends, the 1930s through the end of World War II resulted in few improvements at the park, in part due to a substantially reduced city budget and wartime rationing. Superintendent Evans, for the first time since the park opened, began charging fees for the use of some of the park services such as the golf course and the tennis courts.**89** However, some notable improvements were made at the park through the WPA, a federal work-relief program.

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86 Sacramento Bee, “Frederick Evans, Superintendent of Parks, Dies,” 2 January, 1946, 1.


88 Aerial photograph, c. 1932, available at the Sacramento Bee Photograph Collection.

89 Patterson, 36.
The WPA was active in Sacramento and completed a number of improvements in William Land Park. Although the City Council approved a monument to William Land in 1925, a memorial to the park’s donor was not completed until the 1930s. A bronze plaque and marker with concrete benches was designed and constructed with State Emergency Relief Administration funds in 1934. The memorial is located in the entry circle off of Freeport Boulevard. A children’s playground was created in the western portion of the park in 1936 and very likely the work of the WPA. The WPA also installed masonry curbing throughout the park in 1940. East of Land Park Drive between Duck Lake (the name of the large pond directly to the east of Land Park Drive) and the site of the golf house (nonextant; now the entrance to Fairytale Town), the WPA constructed a masonry and wood pergola with built-in benches. The structure curves along the adjacent roadway and provides a formal entry to a garden constructed by the WPA. The WPA garden consists of curvilinear walkways flanked by stones and vegetation. Additional work by the WPA includes a stone fountain in Duck Lake and another in Lily Pond. The fountains were designed by Ralph Stackpole, who worked for the WPA and who had designed the Swanston Memorial in the park years earlier.

By 1941 an amphitheater had been constructed west of the WPA garden and pergola, which is believed to have also been the work of the WPA. A c.1941 photograph shows a series of semi-circular grass terraces with stone curbing facing Duck Lake and a low masonry wall that defined a stage. In the photograph the stage appears to extend into Duck Lake. Today, portions of the terracing and a small portion of the original stage wall remain, but the original stage was removed in 1960 and replaced with a circular stage backed by a masonry wall and a planting of Italian cypress. The 1960 stage was designed by local architect Harry Devine.

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90 Although WPA program activities were tracked and documented by the federal government, which kept extensive records of New Deal programs, information available in local archives on the WPA’s work in Sacramento and William Land Park proved to be limited. Research in federal repositories that hold detailed records of projects completed by New Deal programs are found at San Bruno, California, and at College Park, Maryland, and may yield more information in the future.

91 Sacramento City Council, Resolution No 672, November 19, 1925.

92 Patterson, 36.

93 Correspondence, City of Sacramento to William L. Land Esq., 2 February 1977.

94 Curbing stamped “WPA 1939” and “WPA 1940” was found during site investigations.

95 Telephone interview with Daisy Mah, gardener, WPA garden, Park Maintenance Department, William Land Park, June 17, 2011.

96 City of Sacramento, “Department of Parks and Recreation Administrative Records 1915-1977.” In the collection of the Sacramento History Center.

97 Correspondence, City of Sacramento to William L. Land, Esq., 2 February 1977; Theater photograph provided by Preservation Office, City of Sacramento, c.1941. A commemorative plaque located in the park lists 1960 as the date of construction for the stage and masonry wall, which were designed by architect Harry Devine. It also is possible that the pergola now associated with the Swanston Memorial may date from the period of the WPA. It closely resembles the pergola at the WPA garden in both materials and design. However, the evidence is purely visual and inferential; there is no documentation to support the observation.
During the War Years, 1942-45, little development took place as a result of war-time shortages of manpower and materials.

(e) **Post-World War II and changes to William Land Park**
Sacramento grew rapidly in the immediate postwar period. Civic groups and the City responded by developing new suburban parks and adding new attractions and expanding the facilities within existing parks. Major improvements at the William Land Park during the postwar period were the construction of Fairytale Town and the adoption of a Zoo Master Plan with a complete renovation and a series of subsequent improvements.

i. **Fairytale Town**
Fairytale Town is located to the northeast of the Sutterville Road park entrance across from the zoo on 15th Street. It is sited where the golf house is shown on the 1926 General Plan (see Appendix A, Figure 3). Views of Fairytale Town from the park are largely obscured by the surrounding fencing.

Following national trends in park design, the origins of Fairytale Town began with efforts by the Junior League of Sacramento in 1956. 98 The Junior League of Sacramento was formed in 1942 by women who sought community improvement and particularly focused on efforts to benefit youth. The organization lists the efforts to establish Fairytale Town among its earliest and most important projects during the 1940s and 1950s. 99 William Land Park was selected as the most appropriate site because of its size, well-developed shade trees, and proximity to the zoo, which allowed for the use of baby animals in Fairytale Town exhibits. 100

Architects Kenneth C. Rickey and Fred E. Brooks (Rickey and Brooks) were hired to design Fairytale Town. Rickey and Brooks designed a circular site plan for Fairytale Town in 1958 with individual life-sized exhibits in various storybook fantasy themes. 101 The original exhibits included *The Crooked Mile*, *The Cheese Stands Alone*, *Farmer Brown’s Barn*, *Owl’s House* (non-extant), *Cinderella’s Carriage*, *King Arthur’s Castle*, *Tortoise and Hare*, *Three Little Pigs*, *Mary Had a Little Lamb*, and a children’s theater. Fairytale Town opened in 1959 with several exhibits added steadily during the 1960s, including the *Gingerbread House*, *Jack and Jill Hill*, and *Hiawatha* in 1960; *Humpty Dumpty* on the stone entryway and *Down the Rabbit Hole* in 1963; and *The Old

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98 Sacramento Recreation Committee and Park Committee, “Meeting Minutes, May 7, 1956.” In the files of the Department of Parks and Recreation, City of Sacramento.


100 Sacramento Recreation Committee and Park Committee, “Meeting Minutes, May 7, 1956.” In the files of the Department of Parks and Recreation, City of Sacramento.


102 The 1960 pump from the Jack and Jill Hill well structure was moved to its current location in 2005. The well structure surrounding the pump was constructed at this time.
Woman Who Lived in a Shoe in 1968. Numerous small-scale features constructed in 1958 also are found in the site, including thematic drinking fountains and Candlestick seating areas.

ii. Sacramento Zoo

Prior to the World War II period, incremental changes were made to the zoo as the number of exhibits increased. Beginning in the early 1960s the zoo underwent a series of renovations and modernization. Rickey and Brooks, the local architectural firm that designed Fairytale Town, was hired by the City to prepare plans dated 1960 for the renovation work at the zoo, which included a number of animal enclosures including a feline exhibit building and concession buildings. The Rickey and Brooks design of the concession buildings consisted of three buildings that feature interconnected hyperbolic paraboloid roofs. This type of roof is composed of two intersecting fields of straight lines, each line at a slightly different angle, producing a seemingly rounded shape using straight joists. It was a popular form in the late 1950s and into the 1960s associated with the Mid-century Modern style.

As part of the 1960s renovation, the local architectural firm Goodpaster & Associates, in coordination with structural engineer Ernest D. Frances, developed plans for the a series of connected lion, tiger, and bear exhibits with a moat; a tropical bird cage; field animal cages; and Monkey Island. Landscape improvements at the zoo were completed by Douglas M. Kelt, whose work included the utilities and electrical layout and the design of the Flamingo Pond. In June 1961 many of the renovations were completed and the zoo was opened to the public. Renovations continued at the zoo during the late 1960s with the addition of the gorilla exhibit in 1965, additional animal cages in 1966, an administration building in 1967, and a hippopotamus exhibit and giraffe barn in 1969.

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104 Correspondence, City of Sacramento to William L. Land, Esq., 2 February 1977.


106 Image of the newly constructed buildings can be found at “Sacramento Mid-Century Modern Home Tour” at http://sacmcmhometour.blogspot.com/ (accessed 21 December 2011), along with Rickey and Brooks, the dedication program from June 11, 1961, available at the Center for Sacramento History lists Supervising architects Douglas Kelt and Herbert Goodpaster and John Otto as general contractor.

107 Goodpaster & Associates, H.E. Goodpaster, AIA Architect, Moat Type Cages, Field Animal Cage, Monkey Island, Tropical Bird Cage, 1960, sheets B1, B2, B4, E1, F1, H1, available in the files of the Department of Parks and Recreation, City of Sacramento.

108 Douglas M. Kelt, landscape architect, Utilities Plot, Electrical Plot, and Flamingo Pond, 1960, sheets A2, A3, D1, available in the files of the Department of Parks and Recreation, City of Sacramento.


110 Correspondence, City of Sacramento to William L. Land, Esq., 2 February 1977.
In 1970, following completion of the 1960s zoo renovations, the City adopted a Master Plan for the future growth and operation of the zoo. The 1970 Master Plan diverged from the design of the zoo as it largely existed through 1969, and included animal enclosures that were redesigned, rearranged, and enlarged in favor of a more natural environment. The 1970 Master Plan called for the addition of 3.6 acres by an expansion of the zoo boundaries north to just south of the Swanston Memorial to accommodate the addition of an administration building and a circular reptile house. The northern expansion of the zoo included dense plantings to create a naturalistic environment and to screen views into the zoo from surrounding areas in the park. The reptile house was constructed in 1970; the moat associated with the lion, tiger, and bear exhibits was renovated in 1974; the hoofed animal complex was constructed in 1976; a cheetah exhibit was completed in 1977; and the plans and specifications for an orangutan exhibit and animal nursery were finished in 1978. The zoo includes a c. 1968 “snake” sculpture completed by noted modernist landscape architect Garrett Eckbo as part of the first K Street Mall project. The sculpture was relocated to the zoo as part of the renovation of K Street Mall c. 1984.

Today the three entrance buildings are the most prominent visual feature outside of the zoo within William Land Park. High fencing and vegetation surrounds the zoo and obstructs views of or into the zoo from adjacent areas within the park.

iii. Funderland

The beginnings of Funderland can be traced to the 1940s, when Land Park Kiddie Land was established. The site consisted of numerous amusement rides and a miniature train that operated until 1983, when the amusement rides were purchased. The site was renovated between 1990 and 1991. Renovations at the two-acre site included a fence and a sound wall surrounding the site, a concession stand, plantings, birthday celebration areas, and many new rides. The carousel reportedly dates to 1947, and Oscar the Fish to c. 1949. New rides added to the site included the Backroads Buggies, Log Flume, Red Baron, Funderland Train Ride, Flying Dragon Roller Coaster, Spinning Teacups, and the Himalaya. Today, little remains from the development associated with Land Park Kiddie Land as a result of the renovations completed in 1990-1991.

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113 Correspondence, City of Sacramento to William L. Land, Esq., 2 February 1977.


Section 2
Context Statement

1991. Views of or into the park from inside Funderland are obscured by high walls as part of the renovations.

The next section provides the results of site investigations and an inventory of the major features of William Land Park. The associated historic contextual themes and areas of significance provided in this section are presented in the evaluation of the park in Section 4.
3. Site Investigation and Inventory

A. Park description

William Land Park is one of the City’s largest parks and serves city residents and the region as a destination for multiple uses. Located at 3800 South Land Park Drive, the park has an array of natural and cultural resources. The park is abundant with vegetation and natural features including expansive urban forested areas and gardens with a variety of native and ornamental plantings. Dedicated recreational areas constitutes a major use of the park by offering athletic fields, a golf course, an amphitheater, the Sacramento Zoo, Fairytale Town, and Funderland, among others that attract adults and children. As a designed landscape, the park’s major features create distinct views and vistas, a tree canopy that provides shade during the summer, a curvilinear system of roadways with traffic islands, and a series of constructed water features interspersed by groupings of related buildings and structures. The site investigation and inventory was conducted as part of this project to identify and document the park’s natural and cultural features for to analyze and evaluate the landscape for historical significance. This section provides a summary of these efforts.

B. Site investigation and inventory

The site investigation was conducted in April-July 2011 to identify and document major park features (see Section 1.B for a discussion on how the inventory was conducted).

The inventory of park features is organized by landscape characteristic categories established by the National Park Service (NPS). These characteristic categories encompass the major elements found in most cultural landscapes, whether natural or designed. These categories provide a framework for identifying, analyzing, and evaluating the landscape as a whole, as well as individual components of the landscape. Major park features identified and documented are included in Appendix B1, which lists each feature by name and provides a brief description, date of construction, and a representative image. Identified features are shown in Appendix C, which provides the locations of the major features included in the inventory. The summary below lists and defines the NPS categories and sets forth the elements within William Land Park that were identified within each category as a result of the site investigation that are provided in Appendices B and C.

Features identified in William Land Park may relate to more than one landscape characteristic category. For the purposes of this inventory, each feature is listed once under the primary category with which it is associated. Sub-elements of the feature associated with additional categories are described. For example, the Swanston Memorial is primarily a memorial structure that consists of a statue and geometric stonework and is listed under the category of Building and Structures; however, this feature also contains walkways (circulation patterns), plantings (vegetation), and a narrow rivulet (constructed water feature).

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(1) **Building and structures**

This category includes individual or groups of built-environment features in the park such as buildings, sheds, walls, and monuments. Building and structure features identified in William Land Park include:

- Monuments
- Restroom buildings
- Gazebos
- An amphitheater and stage
- A WPA rock garden
- Maintenance and utility buildings
- Related groups of recreational buildings and structures, such as a golf club house, children’s playground building, a dance floor (Village Green), Fairytale Town, Funderland, and the Sacramento Zoo

(2) **Circulation patterns**

This category includes spaces and materials that comprise a system for pedestrian or vehicular movement. Associated circulation features identified in William Land Park include:

- Roadways
- Parking areas
- Walkways
- Traffic islands
- Planting islands
- Running paths
(3) **Small-scale features**

This category includes minor functional elements that often recur in multiple locations within the landscape. Associated small-scale features identified in William Land Park include:

- Memorials
- Trash receptacles
- Bike racks
- Signage
- Fencing
- Gates
- Drinking fountains
- Flagpoles
- Benches and picnic tables
- Lighting

Generally small-scale features are not mapped because they are found throughout the park and are only noted in representative locations as shown on Appendix C.

(4) **Land use**

The category of land use encompasses the human forces that shape and organize a cultural landscape. Human activities such as recreation, social events, and attractions organize and shape both designed and natural landscapes. Associated land use features identified in William Land Park include:

- A pony ride
- A golf course, putting green, and golf teaching center
- Athletic fields, including soccer fields, baseball fields, and a basketball court
- A children’s playground
- Picnic areas
(5) **Vegetation**
This category includes individual or groups of trees, shrubs, vines, ground cover, and herbaceous materials, as well as the overall vegetative canopy of a designed or developed cultural landscape. Associated vegetation features identified in William Land Park include:

- A flower garden
- Special plantings, including several dedication tree plantings that are important elements of park design and/or represent exceptional species
- The overall tree canopy over large expanses of lawn, which serves to define shaded spaces, open areas, and the vistas and views into and within the park.

(6) **Views and vistas**
This category includes natural or designed features that create or allow a range of vision from certain vantage points. Associated views and vista features identified in William Land Park include:

- Views to and from buildings and structures such as the amphitheater and stage, memorials, and pergolas
- Views to and from constructed water features and vegetation such as a view across Boat Lake framed by Italian Cypress trees
- Views into the park from the surrounding city streets
- Vistas created by the fairways of the golf course

(7) **Constructed water features**
This category includes built features that use water for aesthetic, recreational, or functional purposes. Associated constructed water features identified in William Land Park include three ponds and the associated fountains, a small curvilinear pond and the remnants of three (nonfunctioning) streams that extended from the pond within the Rock Garden, and the narrow rivulet in the Swanston Memorial.

The next section evaluates park features constructed within the period of significance (1922-1969) according to the local, state, and national evaluation criteria, the results of evaluation, and recommendations for future research and survey.
4. Evaluation and Recommendations

William Land Park and its major park features were evaluated to determine if the park qualifies for listing as a historic district or any major park features qualify individually by applying the evaluation criteria of the National Register, the California Register, and the Sacramento Register. The evaluation criteria are listed below while Sections 4.B-E discusses the application of the evaluation criteria to William Land Park and provides recommendations for the project.

A. Evaluation criteria

(1) Sacramento Register

Historic preservation in the City is governed by the Sacramento City Code, Chapter 17.134, articles I-XII. Article II establishes a Preservation Commission with responsibilities for the nomination and recommendation to the City Council of local landmarks and historic districts. Article IV sets forth the criteria for local listing, which in summary include:

Landmarks

- A nominated resource shall be listed on the Sacramento Register as a landmark if the city council finds, after holding the hearing(s) required by this chapter, that all of the requirements set forth below are satisfied by meeting one or more of the following criteria:

  - It is associated with events that have made a significant contribution to the broad patterns of the history of the city, the region, the state, or the nation.
  - It is associated with the lives of persons significant in the city’s past.
  - It embodies the distinctive characteristics of a type, period, or method of construction.
  - It represents the work of an important creative individual or master.
  - It possesses high artistic values.
  - It has yielded, or may be likely to yield, information important in the prehistory or history of the city, the region, the state or the nation.

- The nominated resource has integrity of location, design, setting, materials, workmanship, and association judged with reference to the particular criterion the resource embodies from above.
Section 4
Evaluation and Recommendations

- The nominated resource has significant historic or architectural worth, and its designation as a landmark is reasonable, appropriate, and necessary to promote, protect, and further the goals and purposes of Sacramento City Code, Chapter 17.134.

- Factors to be considered in determining whether to list a nominated resource on the Sacramento register as a landmark include:
  - A structure removed from its original location is eligible if it is significant primarily for its architectural value or it is the most important surviving structure associated with a historic person or event.
  - A birthplace or grave is eligible if it is that of a historical figure of outstanding importance and no other appropriate site or structure is directly associated with his or her productive life.
  - A reconstructed building is eligible if the reconstruction is historically accurate, if the structure is presented in a dignified manner as part of a restoration master plan, and if no other original structure survives that has the same association.
  - Properties that are primarily commemorative in intent are eligible if design, age, tradition, or symbolic value invests such properties with their own historical significance.
  - Properties achieving significance within the past 50 years are eligible if such properties are of exceptional importance.

Historic Districts

- A geographic area nominated as a historic district shall be listed on the Sacramento Register as a historic district if the city council finds, after holding the hearing(s) required by this chapter, that all of the requirements set forth below are satisfied:
  - The area is a geographically definable area.
  - The area possesses either:
    - A significant concentration or continuity of buildings unified by: (A) past events, or (B) aesthetically by plan or physical development;
    - Associated with an event, person, or period significant or important to city history; or,
    - The designation of the geographic area as a historic district is reasonable, appropriate and necessary to protect, promote and further the goals and purposes of this chapter and is not inconsistent with other goals and policies of the City.
Factors to be considered in determining whether to list a geographic area on the Sacramento Register as a historic district include:

- A historic district should have integrity of design, setting, materials, workmanship, and association.
- The collective historic value of the buildings and structures in a historic district taken together may be greater than the historic value of each individual building or structure.

**Contributing Resources**

- A nominated resource shall be listed on the Sacramento Register as a contributing resource if the council finds, after holding the hearing(s) required by this chapter, that all of the following requirements are satisfied:
  - The nominated resource is within a historic district.
  - The nominated resource either embodies the significant features and characteristics of the historic district or adds to the historical associations, historical architectural qualities or archaeological values identified for the historic district.
  - The nominated resource was present during the period of historical significance of the historic district and relates to the documented historical significance of the historic district.
  - The nominated resource either possesses historic integrity or is capable of yielding important information about the period of historical significance of the historic district.
  - The nominated resource has important historic or architectural worth, and its designation as a contributing resource is reasonable, appropriate, and necessary to protect, promote, and further the goals and purposes of Sacramento City Code, Chapter 17.134.

In 1996 the Sacramento City Council approved the City’s participation in the Certified Local Government (CLG) program. The CLG program is a national program designed to encourage the direct participation of a local government in the identification, registration, and preservation of historic properties located within the jurisdiction of the local government. A local government may become a CLG by developing and implementing a comprehensive local historic preservation program based on federal and state standards.
(2) California Register

The California Register (Public Resources Code [PRC] § 5024.1) is the authoritative guide to the state's significant historical and archeological resources. The California Register program encourages public recognition and protection of resources of architectural, historical, archeological, and cultural significance; identifies historical resources for state and local planning purposes; determines eligibility for state historic preservation grant funding; and affords certain protections under the California Environmental Quality Act.

A resource is considered historically significant if it meets the one of the following criteria for listing in the California Register:

1. Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.

2. Associated with the lives of persons important to local, California or national history.

3. Embodies the distinctive characteristics of a type, period, region, or method of construction or represents the work of a master or possesses high artistic values.

4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

Historical resources identified as significant in historical resource surveys conducted by local governments may be eligible for listing in the California Register if the survey meets one or more of the criteria for eligibility set forth in PRC § 5024.1(g).

In addition to meeting one or more of the criteria listed above, a historical resource must retain integrity. The California Register references the guidelines of the National Register for determining integrity.

(3) National Register

The National Historic Preservation Act established the National Register. The National Register is the official list of districts, sites, building, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. A property listed in the National Register is automatically also listed in the California Register (see above). A property can be significant in one of more of these categories at the local, state, or national level. To be listed in the National Register, a property's significance must be demonstrated by one or more of the following criteria:

A. Association with events or activities that have made a significant contribution to the broad patterns of history.

B. Association with the lives of persons significant in our past.
C. Association with the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, possesses high artistic values, or represents a significant and distinguished entity whose components may lack individual distinction.

D. Holds the potential to provide important information about prehistory or history.

To be listed in the National Register, properties generally must be at least 50 years old, possess historic significance, and retain physical integrity.

**Integrity**

To meet evaluation criteria, William Land Park or major park features must possess significance and retain integrity. For the purposes of this evaluation, the National Register guidelines were used to assess integrity. The National Register defines seven aspects of integrity to considered: location, setting, design, materials, workmanship, feeling, and association. William Land Park or major park features do not need to be in an original unaltered state to possess integrity nor does the park or major park features need to retain all seven aspects of integrity; however, the park or major park features must retain enough of original fabric and qualities that convey its historic character and significance. Alterations completed within the period of significance generally will not diminish the historic integrity of the property. See Section 4.D. for an assessment of integrity for William Land Park.

**B. Evaluation of William Land Park**

(1) **Associated historic themes and areas of significance**

The context statement in Section 2 identifies and describes two main contextual themes associated with the development of William Land Park: the **American Park Movement** and **Sacramento Community Planning and Park Development**. The associated historic themes relate to the following areas of significance **Community Planning and Development**, **Government**, **Entertainment/Recreation**, **Landscape Architecture**, and **Architecture**. The associated historic themes and areas of significance were used to evaluate if William Land Park is historically significant under National Register, California Register, and Sacramento Register criteria.

(2) **National Register**

Under National Register criteria, William Land Park is significant as a historic district at the local level under National Register **Criterion A** in the areas of **Community Planning and Development**, **Government**, and **Entertainment/Recreation** as follows:

- Under **Community Planning and Development**, the efforts to develop William Land Park represent an important chapter in municipal planning and development and the park system in Sacramento.
• Under Government, work by the WPA represents the work of this federal work-relief program within the park system of Sacramento.

• Under Entertainment/Recreation, the development of William Land Park within the tradition of the Reform Park Movement represents an important association with the development of sports, leisure, and amusement activities for residents of Sacramento. Major park features associated with this area of significance include the zoo, golf course, and Fairytale Town.

William Land Park is also significant as a historic district at the local level under National Register Criterion C in the area of Landscape Architecture as follows:

• Under Landscape Architecture, the design of William Land Park embodies the principles and characteristic design features associated with the Naturalist Park Design and the Reform Park Movement as designed by landscape architect Fredrick Noble Evans in 1922 and 1926.

(3) California Register
William Land Park also meets the California Register criteria as a historic district at the local level under Criterion 1 for its associative values related to Community Planning and Development, Government, and Entertainment/Recreation as listed above in Section 4.B.(2). The park is also significant at the local level as a historic district under Criterion 3 because William Land Park embodies the principles and characteristic design features associated with the Naturalist Park Design and the Reform Park Movement as designed by landscape architect Fredrick Noble Evans related to Landscape Architecture as listed above in Section 4.B.(2).

(4) Sacramento Register
William Land Park also meets Sacramento Register criteria for the reasons stated above that qualify it for listing in the National Register and the California Register related to the historic contexts and areas of significance listed above in Sections 4.B.(2) and 4.B.(3).

C. Period of significance and historic property boundary
The period of significance of William Land Park begins in 1922, the year the preliminary plan was developed by Evans and construction activity commenced. The period of significance extends through 1969, the completion of Fairytale Town and the first major renovation to the Sacramento Zoo, to encompass the construction and completion of the park’s major features that provide important
contributions to the associative and design values and that relate to the areas of significance. The historic property boundary matches the current park boundaries and is shown in Appendix C.117

D. Assessment of integrity

William Land Park was evaluated for integrity collectively as a historic district. To retain integrity as a historic district, the majority of park features must have a direct association with at least one of the areas of significance listed above and not have been substantially altered since the period of significance.

In assessing the integrity of the historic district and determining whether the major park features listed in Appendix B1 contribute to the significance of the park, it is recognized that parks are a property type that have evolved and changed to meet the needs of modern society. Therefore, it is not necessary for each major park feature to look exactly like its original design; however, major park features must retain enough historic fabric and their spatial arrangement from the period of significance to make it clearly recognizable when compared to the park’s original design and spatial arrangement.

As a historic district, William Land Park possesses a concentration of park features united historically that reflect a continuity of Evan’s original design characteristics and retain a substantial amount of the original historic fabric and spatial arrangement from the period of significance. Key design characteristics and spatial arrangements include dedicated recreational areas such as athletic fields and golf course fairways, patterns of clustered plantings to create distinct views, a tree canopy that provides shade, a curvilinear system of roadways with traffic islands, a series of constructed water features, and groupings of related buildings and structures. Contributing park features retain a high degree of physical integrity and a direct association to at least one area of significance identified above. Appendices B1 and B2 provides a listing of major park features, their area(s) of significance, and an assessment of their contributing or non-contributing status.

Features within William Land Park that postdate 1969 are not considered to contribute to the significance of the historic district. Research did not reveal any park features that postdate 1969 that meet National Register Criterion Consideration G for properties that have achieved significance within the last 50 years. Park features that are not considered to contribute to the significance of the historic district are listed as non-contributing in Appendix B2.

Two major park components, the Sacramento Zoo (with the exception of entryway concession buildings – see below) and Funderland, are not considered to contribute to the significance of the historic district because the majority of the resources within each were constructed outside the period of significance. The only known resources at the Sacramento Zoo that date from the period of significance include a series of five cages with a moat constructed for lions, tigers, and bears; a series of three entry way

117 The historic property boundary differs from the 1922 General Plan (Figure 3 in Appendix A) to include two traffic islands that extend to the north of the park along Land Park Drive. These two traffic islands were included within the park by 1937 as shown in the city plat (“Plat of Land Park Tract Unit No. 1, Surveyed March 1937, Joseph E. Spink, Engineer, Sheet 2 of 2, provided by the Department of Parks and Recreation, City of Sacramento). As such, their inclusion in the park falls within the period of significance and are included in the historic property boundary.
concession buildings (see Section 4.E.(2) below); and the circular reptile house. The remaining resources at the zoo either fall outside the period of significance or have been so substantially altered as to be unrecognizable. In addition, the spatial arrangement of the zoo, particularly the northern portion of the site, has been substantially altered since 1969 with changes implemented from the 1970 Master Plan and more recently. Resources at Funderland that date from the period of significance include a carousel and one ride. The remaining resources were added to the site c. 1990-1991 when the site was renovated. In addition, the spatial arrangement of the site prior to 1969 has been substantially altered as to be unrecognizable from the period of significance.

E. Recommendations

(1) William Land Park Historic District

William Land Park meets evaluation criteria as a historic district and is recommended eligible for listing in the National Register, the California Register, and the Sacramento Register for its association with important local trends in the following areas of significance: Community Planning and Development, Government, Entertainment/Recreation, and Landscape Architecture.

The character-defining features of the William Land Park Historic District reflected the key design characteristics and spatial arrangements in Evan's plans, which were maintained during subsequent park development, including:

- Dedicated recreational areas such as athletic fields and golf course fairways to provide Reform Movement principles.
- Open spaces and the use of natural features such as the use of vegetation and tree plantings in clusters to provide Naturalistic Park Design principles.
- Constructed features associated with the WPA.
- Constructed water features to create distinct vistas.
- Tree plantings that create a canopy to provide shade and views within the park.
- Curvilinear system of roadways with traffic islands.
- Groupings of related buildings and structures, such as the Rock Garden, the Swanston Memorial, Fairytale Town, among other major park features listed in Appendix B1 as contributing resources.
(2) **Individual properties**
The following two park features within William Land Park meet the National Register, California Register, and Sacramento Register evaluation criteria as individual properties independent from their association with William Land Park:

- Entryway concession buildings constructed 1961 at the Sacramento Zoo in the area of *Architecture* – Designed by the local architectural firm of Rickey and Brooks, this series of three interconnected buildings are an important, rare, and intact example of Mid-Century Modernism in Sacramento.

- Fairytale Town in the areas of *Entertainment/Recreation* and *Architecture* – Also designed by Rickey and Brooks and constructed from 1958-1968, this site is an important, rare, and intact example of children's fantasy theme park design in Sacramento. Appendix B2 provides a list of the major contributing resources in Fairytale Town.

These individual properties are recommended eligible for listing because they possess significance for the area(s) listed above independent of their association with William Land Park and because they retain a high degree of historic integrity. An inventory for individually eligible properties is provided in Appendix B2.

Research and site investigations did not reveal other individual park features that possessed significance independent from their association with William Land Park to be individually recommended eligible for listing in the National Register, the California Register, or the Sacramento Register; however, future intensive-level research and survey may result in additional individual park features that individually meet evaluation criteria.

**F. Future intensive-level research and survey themes**

(1) **Depression-era park design context statement and inventory**
WPA program activities were tracked and documented by the federal government, which kept extensive records of New Deal programs; however, information available in local archives on the WPA’s work in Sacramento and William Land Park was limited. Research at federal repositories that hold detailed records of projects completed by New Deal programs are found at San Bruno, California, and at College Park, Maryland. These repositories may yield more information in the future in developing a context statement and identifying Depression-era buildings and structures within the park system of Sacramento. In addition, the Ralph Stackpole papers at the Bancroft Library may contain information regarding his contributions to the park in 1925 and during the WPA period.
(2) Park context statements and inventories

Completion of the citywide context statement *Sacramento Community Planning and Park Development* for the entire park system of Sacramento, along with an inventory of major park features within individual parks, will assist in understanding and identifying significant historic properties. Specific themes relative to William Land Park that require further research include the work of Fredrick Noble Evans under the theme of *Landscape Architecture* to determine his contribution to citywide park development and landscape architecture during his 26-year tenure as park superintendent. Evans is among the earliest graduates of Harvard’s landscape architecture program, along with other noted landscape architects such as Daniel Hull, the first landscape architect for the California State Park System. As such, Evans may have played an important role and influential in the design of other city parks. Completion of the citywide context statement may also provide a greater understanding of the work of noted modernist landscape architect Garret Eckbo, whose c. 1968 “snake” sculpture, was as part of the first K Street Mall project and then relocated to the Zoo as part of the renovation of K Street Mall in c. 1984 and falls outside the period of significance. Additional research under the themes of *Architecture* and *Public Art* will provide greater understanding of the influence and contributions of the architecture firm of Rickey and Brooks and artists such as Ralph Stackpole.
Bibliography

Secondary Sources


Primary Sources

Center for Sacramento History


“Official Map of City of Sacramento,” 1890. (Map1999/086/001).


WPA Sacramento Bee and Sacramento Union Newspaper Index.

California State Library


Map Collection. “Sacramento City Map,” 1918.


City of Sacramento, Department of Parks and Recreation


Master Plan of Park, 1926. Map.


Miscellaneous Correspondence and Sacramento City Council Resolutions.


Appendix B1. Inventory of Major Park Features in William Land Park Historic District
### Appendix B1 – Inventory of Major Park Features in William Land Park Historic District

Features may relate to more than one landscape characteristic category. For the purposes of this inventory, each feature is listed once under the primary category with which it is associated. Major features in the inventory correspond to feature key numbers on the Feature Location Map (Appendix C).

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<th>Date of Construction</th>
<th>Contributing/Non-Contributing Status</th>
<th>Associated Historic Theme(s)</th>
<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings and Structures</td>
<td>1 Monument</td>
<td>Four battered river cobble stone entry columns with caps, recessed area for a plaque (no plaque present)</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.png" alt="Monument" /></td>
</tr>
<tr>
<td></td>
<td>6 Fairytale Town</td>
<td>Children’s fantasy theme park; circular plan; individual exhibits with various storybook themes</td>
<td>1958-1968</td>
<td>Contributing</td>
<td>Architecture, Entertainment/Recreation</td>
<td><img src="image2.png" alt="Fairytale Town" /></td>
</tr>
<tr>
<td></td>
<td>7 Restrooms</td>
<td>Free standing frame and concrete block buildings</td>
<td>Frame type 1952(^1); concrete block type c. 1970</td>
<td>Frame type - Contributing</td>
<td>Concrete block type - Non-Contributing</td>
<td><img src="image3.png" alt="Restrooms" /></td>
</tr>
</tbody>
</table>

\(^1\)Correspondence, City of Sacramento to William L. Land, Esq. 2 February 1977, lists a frame restroom constructed in 1952 along with the Village Green.
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</tr>
</thead>
<tbody>
<tr>
<td>Buildings and Structures</td>
<td>10 Gazebo</td>
<td>Stone columns; three sides are open and three sides have integrated benches; hexagonal frame roof clad in wood shakes; plantings adjacent to the gazebo include a variety of drought tolerant trees, shrubs, perennials, and ground cover plants</td>
<td>c. 1936</td>
<td>Contributing</td>
<td><img src="image1.png" alt="Representative Image" /></td>
</tr>
</tbody>
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</table>
| Buildings and Structures         | 11, 14          | William Carroll Memorial Amphitheater and Stage | Horseshoe shaped amphitheater; series of horseshoe shaped terraces with lower retaining walls and steps constructed in stone; wood and metal benches; 1960 redesign completed by Harry Devine includes semicircular stage constructed of concrete with stone clad backdrop; Five Italian cypress behind the stage date to 1989\(^2\) | c. 1935-1942 (amphitheater terracing and stone work); 1960 (stage and stone clad backdrop) | Contributing | Landscape Architecture, Entertainment/Recreation | Amphitheater  
Stage |

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\(^2\) Daisy Mah, gardener, WPA garden, Park Maintenance Department, William Land Park, in comments provided to the City in December 2011.
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<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings and Structures</td>
<td>12</td>
<td>Rock Garden</td>
<td>Elliptical shaped garden with curvilinear walkways; planting beds defined by dry laid stone walls of varying height; plantings include a variety of drought tolerant trees, shrubs, perennials and ground cover plants that date from c. 1985-2005; walkways consist of compacted earth or decomposed granite with granite cobbles; benches occur at various locations and consist of broad flat stones; constructed water features include a small curvilinear pond and the remnants of three (nonfunctioning) streams that extended from the pond within the Rock Garden. Rock garden includes a circular gazebo constructed c. 1998 with tapered stone columns; integrated benches; circular metal beam resting on top of stone columns; designed in Park Rustic style.</td>
<td>c. 1935-1942</td>
<td>Contributing</td>
<td>Landscape Architecture, Government</td>
<td>While not yet 50 years in age, the City considers plantings in the Rock Garden an important cultural resource of this feature.</td>
</tr>
</tbody>
</table>

*Contributed by WPA*
# Appendix B1 – Inventory of Major Park Features in William Land Park Historic District

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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Pergola</td>
<td>Stone knee wall and square columns topped with timber beams create 13 openings that frame views in both directions; five integrated stone and wood benches attached to the north side; stone steps on each end; associated plantings include yellow and white Banksia roses that fall outside the period of significance</td>
<td>c. 1935-1942</td>
<td>Contributing</td>
<td>Landscape Architecture, Government</td>
<td><img src="Benches" alt="Representative Image(s)" /></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Monument – William Land Memorial</td>
<td>Art Deco style concrete and tile monument; integrated curved concrete benches; tile drinking fountain; bronze plaque</td>
<td>1934</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="Monument" alt="Representative Image(s)" /></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Maintenance and Utility Buildings</td>
<td>Large paved area for vehicles and equipment; maintenance buildings; sheds and bins for storing landscape supplies; surrounded by chain link fencing</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="Maintenance" alt="Representative Image(s)" /> and ![Utility building)</td>
<td></td>
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</tr>
</thead>
<tbody>
<tr>
<td>Buildings and Structures</td>
<td>31</td>
<td>Monument - World War I Memorial</td>
<td>31 Monument - World War I Memorial</td>
<td>c. 1920</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.png" alt="Representative Image" /></td>
</tr>
<tr>
<td></td>
<td>32</td>
<td>Village Green</td>
<td>Village Green</td>
<td>1952</td>
<td>Contributing</td>
<td>Landscape Architecture, Recreation/Entertainment</td>
<td><img src="image2.png" alt="Representative Image" /></td>
</tr>
<tr>
<td></td>
<td>38</td>
<td>Golf Club House</td>
<td>Golf Club House</td>
<td>1958</td>
<td>Contributing</td>
<td>Recreation/Entertainment</td>
<td><img src="image3.png" alt="Representative Image" /></td>
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</thead>
<tbody>
<tr>
<td>Buildings and Structures</td>
<td>41</td>
<td>Funderland</td>
<td>Children’s amusement ride park; various thematic ride structures; office and maintenance buildings; concession stands</td>
<td>Original construction 1940s</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="funderland.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The carousel reportedly dates to 1947, and Oscar the Fish to c. 1949</td>
<td>Rebuilt and substantially modified between 1990 and 1991</td>
<td>Majority of resources fall outside the period of significance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>43</td>
<td>Zoo</td>
<td>Animal exhibits; office and maintenance buildings; concession stands; and plantings located throughout the site</td>
<td>c. 1958-current</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="zoo.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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3 See Section 4.E.2 and Appendix B2 for further information on the entryway concession buildings recommended individually eligible under Architecture.
## Buildings and Structures

<table>
<thead>
<tr>
<th>Feature Key No.</th>
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</thead>
<tbody>
<tr>
<td>44</td>
<td>Monument - Swanston Memorial</td>
<td>Sculptural figure of Mr. Swanston with engraved text; stone steps and water feature cascade down the slope aligned with the center of the Lily Pond below; walkways form geometric patterns accented with integrated benches and wood pergolas; associated planting include a variety of drought tolerant trees, shrube, perennials and ground cover plants; constructed water features include a narrow rivulet; Sculpture designed by Ralph Stackpole</td>
<td>1925</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.png" alt="Sculpture" /></td>
</tr>
<tr>
<td>49</td>
<td>Playground Building and Restroom</td>
<td>Frame, side gable, one-story Cape Cod-style building clad in wood siding; Possible Dean and Dean design</td>
<td>1936</td>
<td>Contributing</td>
<td>Landscape Architecture, Entertainment/Recreation</td>
<td><img src="image2.png" alt="Rivulet" /></td>
</tr>
</tbody>
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</thead>
<tbody>
<tr>
<td><strong>Circulation</strong></td>
<td>2</td>
<td>Land Park Drive</td>
<td>Vehicular; two-way street passing through park; one lane each direction; turn lanes; signal lights; bike lanes on both sides; associated granite masonry curbing constructed by WPA between 1939 and 1940</td>
<td>c. 1922-1926 (Land Park Drive), 1939-1940 (WPA granite masonry curbs)</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.jpg" alt="Image" /> <img src="image2.jpg" alt="Image" /> <img src="image3.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>8, 9, 39, 53</td>
<td>Parking Areas</td>
<td>Vehicular parking areas</td>
<td>c. 1958-1980</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image4.jpg" alt="Image" /></td>
</tr>
</tbody>
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<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circulation</td>
<td>16, 35</td>
<td>Walkways</td>
<td>Pedestrian; decomposed granite running paths; asphalt and concrete sidewalks; handicap accessibility and ramps at corners</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td>Feature Location Map provides representative location along Land Park Drive – walkways and running paths are located adjacent to most interior and perimeter park roads</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
</tbody>
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<th>Contributing/Non-Contributing Status</th>
<th>Associated Historic Theme(s)</th>
<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Circulation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Interior Park Roadways</td>
<td>Vehicular; one- and two-way curvilinear interior streets; associated granite masonry curbing constructed by WPA between 1939 and 1940</td>
<td>c.1922-1926 (interior park roadways), 1939-1940 (WPA granite masonry curbs)</td>
<td>Contributing</td>
<td>Landscape, Architecture, Government</td>
<td><img src="image1.png" alt="Image" /> <img src="image2.png" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Granite curbing includes concrete “WPA 1939” and “WPA 1940” stamps located in various locations along curbing throughout park</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Traffic Islands</td>
<td>Vehicular; triangular or elliptical in shape; planted with lawn and trees located throughout the park at intersections of interior park roads and near park entryways</td>
<td>c. 1922-1926 (traffic islands), 1939-1940 (WPA granite masonry curbs)</td>
<td>Contributing</td>
<td>Landscape, Architecture, Government</td>
<td><img src="image3.png" alt="Image" /> <img src="image4.png" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Masonry curbing constructed by WPA between 1939 and 1940</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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</tr>
</thead>
<tbody>
<tr>
<td>Circulation</td>
<td>47</td>
<td>Planting Islands – 13th Street</td>
<td>Planting islands separating park from adjacent homes on 13th Street; street with granite masonry curbs</td>
<td>c.1922-1926 (planting islands); 1939-1940 (WPA granite masonry curbs)</td>
<td>Contributing</td>
<td>Landscape Architecture, Government</td>
<td><img src="image_url" alt="Representative Image(s)" /></td>
</tr>
</tbody>
</table>
### Small-scale Features

<table>
<thead>
<tr>
<th>Feature Key No.</th>
<th>Feature Name</th>
<th>Feature Description</th>
<th>Date of Construction</th>
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<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Benches and Picnic Tables</td>
<td>Benches and picnic tables are located throughout the park; types include pre-cast concrete (many benches with donor plaques) and metal construction</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image-url" alt="Representative Image(s)" /></td>
</tr>
</tbody>
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<tbody>
<tr>
<td>Small-scale Features</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Throughout park</td>
<td>Lighting</td>
<td>Lighting standards are located along the park perimeter and along interior park roads</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;Acorn&quot; style lighting standards within period of significance; fiberglass poles and modern &quot;cobra head&quot; lighting falls outside the period of significance</td>
<td></td>
<td>&quot;Acorn&quot; style is Contributing; Modern fiberglass and &quot;cobra head&quot; style is Non-Contributing</td>
<td></td>
<td></td>
</tr>
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Example of "Acorn" style lighting  
Example of "Cobra head" style lighting
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</thead>
<tbody>
<tr>
<td><strong>Small-scale Features</strong></td>
<td>Small-scale Memorials</td>
<td>Small-scale memorials and commemorative plaques are found in several locations throughout the park, which include:</td>
<td>Within the period of significance</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.png" alt="Representative examples of small-scale memorials within the period of significance" /></td>
</tr>
<tr>
<td></td>
<td>Camp Union</td>
<td>Sutterville – a large boulder with a bronze plaque on the west side of the Land Park Drive park entryway at Sutterville Road</td>
<td></td>
<td></td>
<td></td>
<td><img src="image2.png" alt="Representative examples of small-scale memorials within the period of significance" /></td>
</tr>
<tr>
<td></td>
<td>Sacramento Chapter American War Mothers Honor Grove (1929)</td>
<td>– north of the picnic area along 12th Avenue</td>
<td></td>
<td></td>
<td></td>
<td><img src="image3.png" alt="Representative examples of small-scale memorials within the period of significance" /></td>
</tr>
<tr>
<td></td>
<td>William A. Carroll Memorial</td>
<td>- stone clad monument with bronze plaque north of 15th Avenue parking area</td>
<td></td>
<td></td>
<td></td>
<td><img src="image4.png" alt="Representative examples of small-scale memorials within the period of significance" /></td>
</tr>
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This list of memorials is representative and is not an exhaustive listing of memorials constructed within the period of significance found in the park.
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<td>Small-scale Memorials</td>
<td>Small-scale memorials and commemorative plaques are found in several locations throughout the park, which include:</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td>Representative examples of small-scale memorials outside the period of significance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small-scale Memorials</td>
<td>Four square stone columns with plaques dedicated to Karen Swanson Detman, Kenneth E. Morten Sr., the Granite Construction Company, and Senator Kenneth Maddy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small-scale Memorials</td>
<td>Swanson Grove Memorial - Plaque mounted to boulder dedicated to Sal and Margaret Swanson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small-scale Memorials</td>
<td>Fairytale Town Donor Area - Circular paved area with a yellow brick road that leads to a bronze plaque at the center and connects to the entry to Fairytale Town. Brick has donor names inscribed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tbody>
<tr>
<td>Small-scale Features</td>
<td>Various</td>
<td>Minor park features</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minor features and park furnishings occur throughout the park and include:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Signage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Fencing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Gates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• “Par Course” stations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Drinking fountains</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Trash receptacles (not shown)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Bike racks (not shown)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Flagpoles (not shown)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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</thead>
<tbody>
<tr>
<td>Land Use</td>
<td>3</td>
<td>Pony Ride Area</td>
<td>Split rail wire mesh fencing; corral; bleachers; small storage structures</td>
<td>c. 1940</td>
<td>Contributing</td>
<td>Entertainment/Recreation</td>
<td><img src="image1.jpg" alt="Pony Ride Area" /></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>This site was in use as a pony ride area within the period of significance; however, some of the materials have been replaced outside the period of significance – overall it retains sufficient integrity to contribute to the original park design</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Picnic Areas</td>
<td>Open areas located throughout the park; areas are dedicated to recreational use with picnic tables and outdoor grills</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image2.jpg" alt="Picnic Areas" /></td>
</tr>
<tr>
<td></td>
<td>18, 34</td>
<td>Golf Course</td>
<td>Nine hole golf course; associated plantings include narrow strips of evergreen and coniferous trees between fairways</td>
<td>c. 1923-1924</td>
<td>Contributing</td>
<td>Landscape Architecture, Entertainment/Recreation</td>
<td><img src="image3.jpg" alt="Golf Course" /></td>
</tr>
</tbody>
</table>

![Feature Location Map](image4.jpg)
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<tbody>
<tr>
<td>Land Use</td>
<td>36</td>
<td>Putting Green</td>
<td>Six holes</td>
<td>c. 1958</td>
<td>Contributing</td>
<td>Landscape Architecture, Entertainment/Recreation</td>
<td><img src="image1.png" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>37</td>
<td>Golf Teaching Center</td>
<td>Concrete pad with metal barriers</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image2.png" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>Soccer fields</td>
<td>Dedicated area for recreation; lawn with goal posts</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image3.png" alt="Image" /></td>
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</thead>
<tbody>
<tr>
<td>Land Use</td>
<td>46</td>
<td>Baseball Fields</td>
<td>Fields with skinned infields and typical equipment</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture, Entertainment/Recreation</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>Children’s Playground</td>
<td>Enclosed by metal fencing; includes a wading pool, other play equipment, and picnic tables</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image2.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>51</td>
<td>Basketball Court</td>
<td>Basketball court</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image3.jpg" alt="Image" /></td>
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<tbody>
<tr>
<td><strong>Vegetation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Camellia Garden</td>
<td>Camellia Society of Sacramento Garden; planting bed exclusively with camellias by the Camellia Society of Sacramento⁴</td>
<td>c. 1965</td>
<td>Contributing</td>
<td></td>
<td><img src="image1.png" alt="Image" /></td>
</tr>
<tr>
<td>17</td>
<td>17</td>
<td>Special Plantings – Row of Cork Oak and Casurina trees</td>
<td>Cork Oak at this location is exceptional in size and form; straight row of closely-spaced Casurina trees</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image2.png" alt="Image" /></td>
</tr>
<tr>
<td>19</td>
<td>19</td>
<td>Special Planting – Yew and Sycamore trees</td>
<td>Five large Yew shrubs with Sycamore trees planted between</td>
<td>c. 1920s</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image3.png" alt="Image" /></td>
</tr>
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⁴ A 1988 Master Plan for the zoo indicates that a camellia was transplanted to this location in the 1960s at which time the tree was thought to have been between 100 and 130 years in age; see City of Sacramento Department of Parks and Community Services, “Zoo-2002, Master Plan for the Sacramento Zoo and Surrounding Area,” prepared December 13, 1988, available in the files of the Department of Parks and Recreation, City of Sacramento. No camellias that date to this age were identified during field survey.
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</thead>
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<tr>
<td>24</td>
<td>Special Planting – Veterans of Foreign Wars Grove</td>
<td>Grove of trees dedicated to veterans of foreign wars</td>
<td>c. 1940</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Special Planting – Mixed Palm Grove</td>
<td>Species include California and Mexican fan palms and date palms</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Special Planting – Row of Casurina Trees</td>
<td>A straight row of closely spaced Casurina trees</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
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<tr>
<td>Vegetation</td>
<td>28</td>
<td>Perimeter Plantings – Mixed Trees and Lawn</td>
<td>Planting throughout the park consists of mixed species of evergreen, deciduous, and coniferous trees with areas of open lawn; trees often form a continuous canopy</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.jpg" alt="Perimeter Plantings" /></td>
</tr>
<tr>
<td></td>
<td>33</td>
<td>Sutterville Road and Freeport Boulevard Planting</td>
<td>Plantings laid out in a quarter circle with a gap at the centerline where mature redwood is located</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image2.jpg" alt="Sutterville Road Planting" /></td>
</tr>
<tr>
<td></td>
<td>48</td>
<td>Special Planting - Cork Oak</td>
<td>Cork Oak tree at this location is exceptional in size and form</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image3.jpg" alt="Cork Oak Planting" /></td>
</tr>
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</thead>
<tbody>
<tr>
<td>Vegetation</td>
<td>Special Planting - Grid of Sycamore</td>
<td>Sycamore trees laid out in a regularly spaced grid pattern</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="special_planting_grid_sycamore.jpg" alt="Image" /></td>
</tr>
<tr>
<td>52</td>
<td>Special Planting – Triple Trunk Fan Palm</td>
<td>Triple trunk palm</td>
<td>c. 1925</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="special_planting_triple_trunk_fan_palm.jpg" alt="Image" /></td>
</tr>
<tr>
<td>54</td>
<td>12th Avenue and Riverside Boulevard Planting</td>
<td>Six Mexican fan palms and six date palms in a semi-circular pattern that parallels the interior park roadway</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="12th_avenue_riverside_boulevard_planting.jpg" alt="Image" /></td>
</tr>
</tbody>
</table>
### Appendix B1 – Inventory of Major Park Features in William Land Park Historic District

Features may relate to more than one landscape characteristic category. For the purposes of this inventory, each feature is listed once under the primary category with which it is associated. Major features in the inventory correspond to feature key numbers on the *Feature Location Map* (Appendix C).

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<tr>
<th>Landscape Characteristic Category</th>
<th>Feature Key No.</th>
<th>Feature Name</th>
<th>Feature Description</th>
<th>Date of Construction</th>
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<th>Associated Historic Theme(s)</th>
<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetation</td>
<td>56</td>
<td>Special Planting – American War Mothers Grove</td>
<td>Grove of trees dedicated to veterans of foreign wars; site includes a small-scale memorial</td>
<td>1929</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td>![Image](Associated small-scale memorial found at site)</td>
</tr>
<tr>
<td></td>
<td>57</td>
<td>Special Planting – Daughters of the American Revolution (DAR) Memorial Grove</td>
<td>Grove of trees dedicated to the DAR honoring Elizabeth Adams Grundum; contains a collection of trees from the 13 colonies; site includes a small-scale memorial</td>
<td>1925</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td>![Image](Associated small-scale memorial found at site)</td>
</tr>
<tr>
<td></td>
<td>58</td>
<td>Special Planting – Women of World War I Memorial Grove</td>
<td>Grove of trees dedicated to the women that served in World War I; dedicated by the Capital City Women Post No. 389 of the American Legion on May 30, 1939; site includes a small-scale memorial</td>
<td>1939</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td>![Image](Associated small-scale memorial found at site)</td>
</tr>
</tbody>
</table>

---

5 A 1988 Master Plan for the zoo indicates that a tree in this grove was propagated from an elm at a revolutionary war site in which George Washington took command of the Continental Army at Cambridge, Mass.; see City of Sacramento Department of Parks and Community Services, “Zoo-2002: Master Plan for the Sacramento Zoo and Surrounding Area,” prepared December 13, 1988, available in the files of the Department of Parks and Recreation, City of Sacramento. The presence of propagated trees was not confirmed or investigated as part of this project.

6 Monuments and Plaques in Land Park,” unpublished document provided by the land Park Community Association, available in the files of the Department of Parks and Recreation, City of Sacramento.
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<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetation</td>
<td>Minor features not indicated Minor planting features</td>
<td>Throughout the park shrubs are used to accent the entries to attractions, provide foundation plantings around buildings, and demark park edges; species vary</td>
<td>Outside the period of significance</td>
<td>Non-Contributing</td>
<td></td>
<td><img src="image.jpg" alt="Representative Image" /></td>
</tr>
</tbody>
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## Appendix B1 – Inventory of Major Park Features in William Land Park Historic District

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### Views and Vistas

<table>
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<tr>
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<th>Associated Historic Theme(s)</th>
<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11, 14</td>
<td>William Carroll Memorial Amphitheater/Stage</td>
<td>Looking north from the amphitheater toward the stage; Duck Lake in the background</td>
<td>c. 1935-1942 (amphitheater terracing and stone work), 1960 (stage and stone clad backdrop)</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
<tr>
<td>13</td>
<td>Pergola Openings</td>
<td>View from north side of the Pergola looking southeast into an open lawn and tree canopy; View of Duck Lake from the south side of the Pergola looking northwest</td>
<td>c. 1935-1942</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image2.jpg" alt="Image" /></td>
</tr>
<tr>
<td>20</td>
<td>Boat Lake</td>
<td>View from the north side of Boat Lake to the south side of the lake; view is flanked by a pair of c. 1960 Italian cypress</td>
<td>c. 1960</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td><img src="image3.jpg" alt="Image" /></td>
</tr>
</tbody>
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Appendix B1 – Inventory of Major Park Features in William Land Park Historic District

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</tr>
</thead>
<tbody>
<tr>
<td>Views and Vistas</td>
<td>Corner of Sutterville Road and Freeport Boulevard</td>
<td>View to the northwest includes shrub plantings and a mature Redwood flanked by stone monuments and a park sign</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Golf Course - Fairway Vistas</td>
<td>Large open areas along golf course that provide expansive vistas flanked by tree plantings</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Swanston Memorial/ Lily Pond –Views</td>
<td>View from the Swanston Memorial looking north towards Lily Pond</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
</tr>
</tbody>
</table>


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<th>Representative Image(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Features</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 Duck Lake and Fountains</td>
<td>Curvilinear pond with stone edge; cone shaped stone fountain with fan shaped jets designed by Ralph Stackpole while working for the WPA</td>
<td>c. 1922-1926 (pond)</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original fountains were replaced c. 2003 with larger cone-shaped fountains</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Boat Lake¹ and Fountain</td>
<td>Curvilinear pond with stone edge; fan-shaped water jet fountain</td>
<td>c. 1922-1926</td>
<td>Contributing</td>
<td>Landscape Architecture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45 Lily Pond and Fountains</td>
<td>Curvilinear pond with stone edge; square stone fountain with dome and fan shaped water jets designed by Ralph Stackpole while working for the WPA</td>
<td>c. 1922-1926 (pond), c. 1935-1942 (stone fountain)</td>
<td>Contributing</td>
<td>Landscape Architecture, Government</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹Historically the park rented rowboats for use on this lake, which resulted in the name of this lake.
Appendix B2. Inventory of Individually Eligible Properties in William Land Park
Appendix B2. Inventory of Individually Eligible Properties in William Land Park

The following individual resources within William Land Park meet the National Register, California Register, and Sacramento Register evaluation criteria as individual properties independent from their association with William Land Park. These individual resources are recommended eligible for listing because they possess significance for the area(s) listed below and because they retain a high degree of historic integrity.

A. Sacramento Zoo entryway concession buildings

Three entryway concession buildings at the Sacramento Zoo are significant in the area of Architecture. Designed by the local architectural firm of Rickey and Brooks, this series of interconnected buildings are an important, rare, and intact example of Mid-Century Modernism in Sacramento. The buildings retain excellent integrity and are recommended individually eligible for listing in the National Register, California Register, and Sacramento Register as one property. The period of significance consists of its construction date, 1961. This historic property boundary includes the footprint of the buildings.

<table>
<thead>
<tr>
<th>Feature Key No.</th>
<th>Feature Name</th>
<th>Feature Description</th>
<th>Date of Construction</th>
<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Entryway concession buildings to the zoo</td>
<td>Series of three entry way concession buildings with hyperbolic paraboloid roofs designed by Rickey and Brooks and completed c. 1961</td>
<td>c. 1961</td>
<td><img src="image" alt="Representative Image" /></td>
</tr>
</tbody>
</table>

B. Fairytale Town

Fairytale Town is significant in the area of Entertainment/Recreation and in the area of Architecture. Also designed by Rickey and Brooks, this site is an important, rare, and intact example of children’s fantasy theme park design in Sacramento. Fairytale Town retains excellent integrity and is recommended individually eligible for listing in the National Register, California Register, and Sacramento Register.

Fairytale Town is indicated as Feature Key No. 41 in Appendix C. The period of significance includes the beginning and ending dates of construction in which the complex and children’s exhibits were completed. The historic property boundary includes the perimeter of the fence and the stone entryway. A list of the major resources documented within Fairytale Town constructed within the period of significance (1958-1968) and retain integrity are listed below.

1 Plans for the buildings date to 1958 and an article in the Sacramento Union that dates to May 10, 1961 indicates the buildings were competed, see “Here’s the Entrance to Your New Zoo,” Sacramento Union, 10 May 1961, available at the Sacramento Room of the Sacramento Public Library.
## Appendix B2. List of Major Contributing Resources in Fairytale Town

<table>
<thead>
<tr>
<th>Feature Name</th>
<th>Date of Construction</th>
<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone entryway</td>
<td>1963</td>
<td><img src="image" alt="Stone entryway" /></td>
</tr>
<tr>
<td>King Arthur's Castle building</td>
<td>1957</td>
<td><img src="image" alt="King Arthur's Castle" /></td>
</tr>
<tr>
<td>Flower drinking fountain</td>
<td>1958</td>
<td><img src="image" alt="Flower drinking fountain" /></td>
</tr>
<tr>
<td>Banburg Cross Station building</td>
<td>1958</td>
<td><img src="image" alt="Banburg Cross Station" /></td>
</tr>
</tbody>
</table>
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<tr>
<th>Feature Name</th>
<th>Date of Construction</th>
<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gingerbread House building</td>
<td>c. 1960</td>
<td><img src="image1.jpg" alt="Gingerbread House" /></td>
</tr>
<tr>
<td>Located throughout – Candlestick play structures</td>
<td>1958</td>
<td><img src="image2.jpg" alt="Candlestick" /></td>
</tr>
<tr>
<td>Tortoise and Hare play structures</td>
<td>1958</td>
<td><img src="image3.jpg" alt="Tortoise and Hare" /></td>
</tr>
<tr>
<td>Little Engine that Could play structure</td>
<td>1965</td>
<td><img src="image4.jpg" alt="Little Engine" /></td>
</tr>
</tbody>
</table>
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<tr>
<th>Feature Name</th>
<th>Date of Construction</th>
<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cinderella’s Coach play structure</td>
<td>1958</td>
<td><img src="image" alt="Cinderella’s Coach play structure" /></td>
</tr>
<tr>
<td>Cheese play structure</td>
<td>1958</td>
<td><img src="image" alt="Cheese play structure" /></td>
</tr>
<tr>
<td>Three Little Pigs building</td>
<td>1958</td>
<td><img src="image" alt="Three Little Pigs building" /></td>
</tr>
<tr>
<td>Down the Rabbit Hole site</td>
<td>1963</td>
<td><img src="image" alt="Down the Rabbit Hole site" /></td>
</tr>
</tbody>
</table>
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<tr>
<th>Feature Name</th>
<th>Date of Construction</th>
<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmer Browns Barn building</td>
<td>c. 1958</td>
<td><img src="image1" alt="Farmer Browns Barn" /></td>
</tr>
<tr>
<td>Hiawatha pole structure</td>
<td>1960</td>
<td><img src="image2" alt="Hiawatha pole structure" /></td>
</tr>
<tr>
<td>Crooked Mile site</td>
<td>1958</td>
<td><img src="image3" alt="Crooked Mile site" /></td>
</tr>
<tr>
<td>Mary Had a Little Lamb building</td>
<td>1958</td>
<td><img src="image4" alt="Mary Had a Little Lamb building" /></td>
</tr>
</tbody>
</table>
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<tr>
<th>Feature Name</th>
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<th>Representative Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Old Women's Shoe play structure</td>
<td>1968</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
<tr>
<td>Children's Theater building</td>
<td>c. 1958</td>
<td><img src="image2.jpg" alt="Image" /></td>
</tr>
<tr>
<td>Small-Scale Memorial</td>
<td>1959</td>
<td><img src="image3.jpg" alt="Image" /></td>
</tr>
</tbody>
</table>
Appendix C. Feature Location Map
APPENDIX C
WILLIAM LAND PARK
FEATURE LOCATION MAP

MAP KEY

[Diagram of park with numbers and map key]

Historic Property Boundary

Numbers indicate where major features are located. See Appendix B.

NORTH

300' 0' 300' 600'

GRAPHIC SCALE IN FEET
Attachment 5 – Ban-the-Box Requirements

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

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

APPLICATION

“City Contract”

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

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

“Covered Employer”

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

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

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

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

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

COMPLIANCE

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

VIOLATIONS AND MONITORING

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

DECLARATION OF COMPLIANCE

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

ADDITIONAL INFORMATION

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

For more information on the City’s Ban-the-Box Ordinance,
Attachment 6 – Sample Cost Proposal Format (see Excel document on Planetbids)