

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

**4:00 PM – Special Meeting
American River Room**

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

Monday, February 3, 2020

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, McGarvey, Terry and Mayor Sander.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEMS

3.1. **Subject:** Continued Discussion of Naming Public Facilities.

Recommendation: Receive information and provide direction.

3.2. **Subject:** Discussion on Boats, RVs and Trailers.

Recommendation: Receive update on proposed municipal code amendments and provide input.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Sander will adjourn the special meeting to the regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, McGarvey, Terry and Mayor Sander.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

8. INVOCATION

Dr. Dan DeShong, from River City Christian, will give the invocation.

9. PRESENTATIONS

9.1. Community Enhancement Fund Grant Check Presentations to 1) Sacramento Telangana Association - Festival of Colors and Kite Festival ; 2) Sacfit - Parkway Half Marathon; 3) Folsom Cordova Unified School District - A Touch of Understanding In-School Disability Awareness Workshops; 4) Sacramento Valley Spark - Summer Art Celebration; 5) Cordova Community Council Foundation - Youth Sports Facilities Renovations.

9.2. Introduction of Delisa Verdun, Senior Customer Service Representative by Russ Ducharme, Neighborhood Services Manager.

10. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 21, 2020 and the Special Meeting of January 28, 2020.

Recommendation: Adopt the Minutes.

13.2. **Subject:** Resolution Rejecting All Bids for the Rancho Cordova Neighborhood Center (RCNC) Detained Animal Facility Project.

Recommendation: Rejecting the bids will cancel the process for possible improvements to build a detained animal holding facility onsite at the Rancho Cordova Neighborhood Center (RCNC).

13.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2020-4 with Roush Landscape Services in an Amount Not to Exceed \$237,600 for Landscape Maintenance Services for Newly Developed Areas.

Recommendation: Adopt the Resolution.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1. **Subject:** An Ordinance Amending the Rancho Cordova Municipal Code Related to Title 16 (Building and Construction), Chapter 16.18 Nuisance Code.

Recommendation: Introduce and waive the first reading of the Ordinance.

15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** An Ordinance Amending Sections of Title 16 Chapter 16.20 of the Rancho Cordova Municipal Code Related to Rental Housing and Resolutions Adopting Changes to Program-Related Fees.

Recommendation: Introduce and waive first reading of the ordinance and adopt resolutions changing program-related fees.

16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** Update on Potential City Smoking Regulations - Indoor Multi-Family Smoking, Smoking Distance from Buildings.

Recommendation: Receive information and provide direction.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

February 18, 2020	5:30 PM Regular Meeting
February 25, 2020	5:30 PM Special Meeting/Work Session
March 2, 2020	5:30 PM Regular Meeting
March 16, 2020	4:00 PM Special Meeting/Regular Meeting
March 24, 2020	5:30 PM Special Meeting/Work Session
April 6, 2020	4:00 PM Special Meeting/Regular Meeting
April 14, 2020	5:30 PM Special Meeting/Work Session

April 20, 2020

5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 3, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on January 30, 2020 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed January 30, 2020 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Micah Runner, Deputy City Manager
SUBJECT: **CONTINUED DISCUSSION OF NAMING PUBLIC FACILITIES.**

RECOMMENDATION

Receive information and provide direction.

RESULT OF RECOMMENDED ACTION

City Council to provide direction as it relates to naming public facilities.

BACKGROUND

On September 24, 2019, the City Council discussed the policies related to naming of community assets and public facilities. During the discussion, Council formed a subcommittee consisting of Mayor Sander and Council Member Budge to further discuss street naming. The Council also requested that the discussion related to public facilities be continued to a work session. Staff will provide an update on the street naming subcommittee. Staff will also be seeking guidance from the City Council regarding the prior discussion related to the possibility of naming public facilities after the late Council Member Skoglund and Officer Stasyuk.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

None

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **DISCUSSION ON BOATS, RVS AND TRAILERS.**

RECOMMENDATION

Receive update on proposed municipal code amendments and provide input.

RESULT OF RECOMMENDED ACTION

An update will be provided to the City Council regarding proposed municipal code amendments to include enhanced standards related to the storage of boats, recreational vehicles, and trailers on private property. The code amendments are being introduced tonight at the Council meeting.

BACKGROUND

On December 2, 2019, a work session was conducted to receive an informational report out from the working group on areas of agreement. Staff received input from council on various proposed clarified and enhanced standards. At the end of the discussion, an additional work session was requested.

Later this evening at the Council meeting, staff will introduce code amendments that will:

- Require that recreational vehicles be stored with canopies, awnings and sliders closed
- Prohibit the storage of camper shells or cab-overs within the public view unless on a operable and registered vehicle
- Require that the boat, RV, or trailer be parked four feet from the back of curb

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Boats, RVs, Trailers Presentation



Boats, RV's and Trailers

February 3, 2020

AGENDA

- ☐ Follow up to December 2nd work session
- ☐ Summarize existing standards
- ☐ Summarize proposed code amendments for clarified and enhanced standards

EXISTING STANDARDS

- Vehicle/vessel license number must be visible or displayed on cover (Title 6)
- All vehicles/vessels must be operable (16.18.1703(H))
- Cannot encroach on to the sidewalk (Vehicle Code Chapter 9, Section 22500)
- No parking on landscaping/ unpaved surface (23.719.130(C)(1))

EXISTING STANDARDS

- Emergency egress of home cannot be blocked (CBC 1030.4)
- No fluid leakage of any kind (15.12.140)
- No tarps, only approved covers (23.719.130(H))
- No living in recreational vehicles (10.30.040)
- No storage under, around, on top, or behind vehicle/vessel. (16.18.1703)

Council Discussion – Enhanced Standards

Enhanced standards that are not specifically addressed in the code:

- ☐ All vehicles/vessels must be currently registered to the occupant of residence
- ✓ Cannot encroach 4' from back of curb if no sidewalk
- ✓ No storage of camper shells or cab-overs unless on a vehicle
- ✓ Not stored with sliders open
- ✓ Canopies/awnings must be closed
- ☐ Interior storage related to use of vehicle/vessel only

SUMMARY OF CODE AMENDMENTS

Title 16, Building and Construction, Chapter 16.18 Nuisance Code

16.18.1703 Standards for Residential Property

Y. Boats, Recreation Vehicles, and Trailers stored on residential property shall adhere to the following standards:

- 1. No storage of camper shells or cab-overs within the public view unless stored on an operable and registered vehicle.**
- 2. Recreational vehicles and trailers shall be stored with canopies, awnings and sliders closed.**
- 3. Shall be parked four (4) feet from the back of the curb.**

THANK YOU

QUESTIONS & DISCUSSION

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

Tuesday, January 21, 2020

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:42 PM

Council Members Present: Linda Budge, Garrett Gatewood (Arrived at 5:46 P.M.), Robert McGarvey, Donald Terry and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner, and Persephonie Riley.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Police Officer Jose De La Cruz led the pledge.

4. INVOCATION

Reverend Michael Dack, with the United Church of Christ, gave the invocation.

5. PRESENTATIONS

- 5.1. Community Enhancement Fund Grant Check Presentations to 1) Cordova Community Council Foundation - Concert Band Enhancements; 2) Folsom Cordova Unified School

District - Passenger Van and Outdoor Seating; 3) Folsom Cordova Unified School District - After School Education and Safety (ASES) and Summer Academy.

- 5.2. Introduction of Police Sergeant James Petrinovich and Police Sergeant Kelli Maness-Duncan by Chris Pittman, Police Chief, and Margarita Dronov, Assistant Civil Engineer by Dalia Fadl, PE, Senior Civil Engineer.
- 5.3. Rancho Cordova Police Department Employee Recognition.
- 5.4. California American Briefing on Upcoming California Public Utilities Commission Rate Case – CALAM.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve item 9.1 through 9.3 by Linda Budge second by Donald Terry;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 6, 2020.
Recommendation: Adopt the Minutes.

- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Lease Agreement No. XX-2020 with Center of Praise Ministries, Inc. for 10455 Investment Circle for the purpose of the Rancho Cordova Youth Center.
Recommendation: Adopt the Resolution.

- 9.3. **Subject:** Second reading of an Ordinance amending the Rancho Cordova Municipal Code related to Title 22 (Land Development), Chapter 22.40 Park and Recreation Dedication and Fees.
Recommendation: Waive the second reading and adopt an Ordinance.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

Council Member Linda Budge asked that Item 10.1 be pulled for separate discussion.

ACTION: Motion to approve item 10.2 by Linda Budge second by Donald Terry;
Motion passed with a 5:0 vote.

- 10.1. **Subject:** Montelena Village 7 Tentative Subdivision Map Amendment. DD9920. Northwest corner of Chrysanthy Boulevard and Rancho Cordova Parkway.

Recommendation: Adoption of the Resolution would approve the applicant's request to amend the Montelena Village 7 tentative subdivision map. The subdivision map would allow for the construction of homes on individual lots and the sale of lots.

ACTION: Motion to Approve item 10.1. by Donald Terry second by Garrett Gatewood;
Motion Passed with a 4:0 vote.

AYES: Garrett Gatewood, David Sander, Donald Terry, Robert McGarvey

NOES: None

ABSTAIN: Linda Budge

- 10.2. **Subject:** The Ranch Special Planning Area Second Ordinance Reading for the Rezone to The Ranch Special Planning Area and Development Agreement. DD9725. South of Douglas Boulevard and East of Rancho Cordova Parkway.

Recommendation: Waive the second reading and adopt the Ordinances.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** Ordinance Amending the Municipal Code and Resolutions Related to Rental Housing.

Recommendation: Continue the item to February 3, 2020.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to Approve item 11.1. by Linda Budge second by Robert McGarvey;
Motion passed with a 5:0 vote.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Technology Initiatives Update.

Recommendation: Receive Technology Initiatives Update.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Technology Initiatives Update.

- 12.2. **Subject:** Evaluation of Speed Limits in School Zones

Recommendation: Receive staff presentation summarizing options for reduced speed limits on roads adjacent to schools.

Mayor Sander opened the public comment period. The following individual addressed the Council:

1. Derald Langwell

ACTION: Input was received regarding the Evaluation of Speed Limits in School Zones.

- 12.3. **Subject:** Community Enhancement Fund Update Including Financial Recap and Project Updates.

Recommendation: Receive financial updates, review fiscal year 2020/2021 grant timeline, and provide direction on some Community Enhancement Fund projects.

ACTION: Motion to approve additional funding for the Lincoln Village Gateway Sign by Linda Budge second by Robert McGarvey.
Motion passed with a 5:0 vote. Input was received regarding the Community Enhancement Fund Update Including Financial Recap and Project Updates.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT TO CLOSED SESSION

Mayor Sander adjourned to closed session at 9:05 p.m. in memory of the victims of the fatal accident that took place in Rancho Cordova on Sunday, January 19, 2020.

15. CLOSED SESSION CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board Room at 9:06 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Adam Lindgren.

16. CLOSED SESSION ITEMS

Council met in Closed Session to discuss the following item:

CONFERENCE WITH LEGAL COUNSEL: Pursuant to Government Code Section 54956.9(d)(2) Anticipated Litigation. Significant Exposure to Litigation (One Case).

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney, Adam Lindgren, reported that there was no reportable action taken in closed session.

18. ADJOURNMENT

Mayor David Sander adjourned the meeting at 9:30 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

**3:00 PM – Special Meeting
Canfield Community Room**

Tuesday, January 28, 2020

**Rancho Cordova Police Station
2897 Kilgore Road, Rancho Cordova CA 95670**

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order at the Rancho Cordova Police Department in the Canfield Community Room at 3:07 PM.

Council Members Present: Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry, and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley.

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

3. SPECIAL MEETING

3.1. Subject: City Council Workshop: Discussion of Community Goals and Priorities

ACTION: Input was received regarding the Discussion of Community Goals and Priorities.

4. ADJOURNMENT TO CLOSED SESSION

Mayor Sander adjourned to closed session at 5:00 p.m.

5. CLOSED SESSION CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session at the Rancho Cordova Police Department in the Canfield Community Room at 5:05 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry, and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Adam Lindgren.

6. CLOSED SESSION ITEMS

Council met in closed session to discuss the following item:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

7. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in closed session.

8. ADJOURNMENT

Mayor Sander adjourned the meeting at 8:18 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Laurel Bane, Facilities Services Coordinator
SUBJECT: **RESOLUTION REJECTING ALL BIDS FOR THE RANCHO CORDOVA NEIGHBORHOOD CENTER (RCNC) DETAINED ANIMAL FACILITY PROJECT.**

RECOMMENDATION

Rejecting the bids will cancel the process for possible improvements to build a detained animal holding facility onsite at the Rancho Cordova Neighborhood Center (RCNC).

RESULT OF RECOMMENDED ACTION

Rejecting the bid to create a Detained Animal Facility at the Rancho Cordova Neighborhood Center (RCNC) will not change the current process. Animal Services and the Rancho Cordova Police Department (RCPD) will continue to contract out the shelter and detention of animals picked up in circumstantial situations. Given the frequency of these situations, the City could not justify the cost of the project.

BACKGROUND

The ability to secure and hold animals on site at Rancho Cordova Neighborhood Center ("RCNC") could potentially help with Animal Services operations and efficiencies. The possible benefits would include a savings of staff time for the transport of animals to Sacramento SPCA and reduced overtime costs for nights and weekends. The estimated projects costs were around \$65,000. Given these efficiencies a Bid package was released to pursue this project. The project would have required new drainage connecting to the sewer line for animal waste, new ventilation and HVAC, a new work sink, casework, new flooring and specialized pet suites, in a dedicated location at RCNC.

The City received three qualified bids ranging from \$105,559 to as high as \$166,354. Since the project construction costs came in at almost double the amount of the original estimate the operational savings do not meet the threshold for the cost of the capital investment. Therefore staff is recommending to reject the Bids and reevaluate this topic at a later date.

FISCAL IMPACT AND FUNDING SOURCE

Rejecting the bid will not impact the budget.

ATTACHMENT(S)

1. Resolution
2. Bid Results

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, REJECT ALL BIDS FOR THE RANCHO CORDOVA NEIGHBORHOOD CENTER
(RCNC) DETAINED ANIMAL FACILITY TENANT IMPROVEMENT PROJECT #163-2019**

WHEREAS, the City Council for the City heretofore caused plans and specifications for The Rancho Cordova Neighborhood Center Detained Animal Facility TI project to be prepared; and

WHEREAS, the City Council for the City did cause to be published for the time and manner required by law, a notice inviting sealed bids for the performance of the said work; and

WHEREAS, the notice was published on November 15, 2019 and November 22, 2019 in the Grapevine Independent ("Notice"); and

WHEREAS, the Contractors, in response to such Notice, submitted to the City Council of the City of Rancho Cordova with the time specified in said Notice, and in the manner provided for therein, three sealed bids and proposals submitted in response to said Notice, the City Council for the City opened and canvassed in the manner provided by law; and

WHEREAS, all bids received for the performance of the said project exceeded the engineers estimate and funding budgeted for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council of the City of Rancho Cordova rejects all bids received.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of February 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

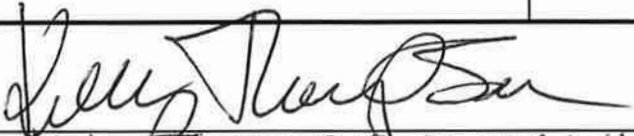
City of Rancho Cordova-Detained Animal Facility TI #163-2019

Rancho Cordova City Hall
2729 Prospect Park Drive
Decmeber 10, 2019 at 10:00am



	Contractor	Total Bid Amount	Proposal Signed	Addenda 1	Addenda 2	Bidders Bond	Contractor's License	Non-Collusion	Designation of Subs	Experience Qualification	DIR Form
1	Kaler/Dobler	\$151,564	✓	✓	✓	✓	1000001672	✓	✓		✓
2	Sierra Valley Builders, Inc.	\$105,559	✓	✓	✓	✓	100004746	✓	✓	✓	✓
3	TNT Construction	\$166,354	✓	✓	✓	✓	1000000573	✓	✓	✓	✓
4											
5											
6											
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8											
9											
10											
11											

Attendees:


Kelly Thompson, Deputy City Clerk Date 12/10/2019

~~Persephonie Riley, Assistant City Clerk~~


Laurel Bane, Facilities Coordinator Date 12/10/19

MEMORANDUM



DATE: February 3, 2020

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2020-4 WITH ROUSH LANDSCAPE SERVICES IN AN AMOUNT NOT TO EXCEED \$237,600 FOR LANDSCAPE MAINTENANCE SERVICES FOR NEWLY DEVELOPED AREAS.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute Contract No. 2020-4 with Roush Landscape Services in an amount not to exceed \$237,600 for the provision of landscape maintenance services for newly developed areas.

BACKGROUND

City staff anticipates the completion of the landscape areas in the contract to occur by the end of 2020. Only upon acceptance will the contractor bill the City for service. The work scope includes landscape maintenance services of future City-owned and maintained parcels, including minimal turf mowing and edging, tree and shrub pruning, irrigation system maintenance, fertilization, litter and weed control. Well maintained landscaping contributes to the beauty and positive image of Rancho Cordova.

Proposals were solicited on the City's website and CIPList.com on December 12, 2019. Five proposals were received on January 10, 2020. The evaluation committee determined Roush Landscape Services to have the best combination of price, experience, and understanding of the city's desired level of service. Roush currently performs landscape maintenance services under contract to the City and has an excellent performance record.

FISCAL IMPACT AND FUNDING SOURCE

The total cost of the 28-month contract is \$237,600. Special districts, not the general fund, will fully fund the agreement.

ATTACHMENT(S)

1. Resolution
2. Landscape Maintenance Areas
3. Contract 2020-4 Roush Landscape Services

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2020-4 IN
AN AMOUNT NOT TO EXCEED \$237,600 WITH ROUSH LANDSCAPE SERVICES FOR LANDSCAPE
MAINTENANCE SERVICES FOR NEWLY DEVELOPED AREAS**

WHEREAS, the City solicited proposals for landscape maintenance services under the requirement of state law and accepted proposals on January 10, 2020; and

WHEREAS, the evaluation committee determined Roush Landscape Services to have the best combination of price, experience, and understanding of the city's desired level of service; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute a 28-month contract to Roush Landscape Services in an amount not to exceed \$237,600; and

WHEREAS, the work scope includes maintenance of future City-owned parcels, including minimal turf mowing and edging, tree and shrub pruning, irrigation system maintenance, fertilization, and litter and weed control; and

WHEREAS, the contract will be paid for through special district funds; and

WHEREAS, the amount exceeds the maximum the City Manager has the authority to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2020-4 with Roush Landscape Services in an amount not to exceed \$237,600 for the provision of landscape maintenance services for newly developed areas and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of February 2020 by following vote:

AYES:

NOES:

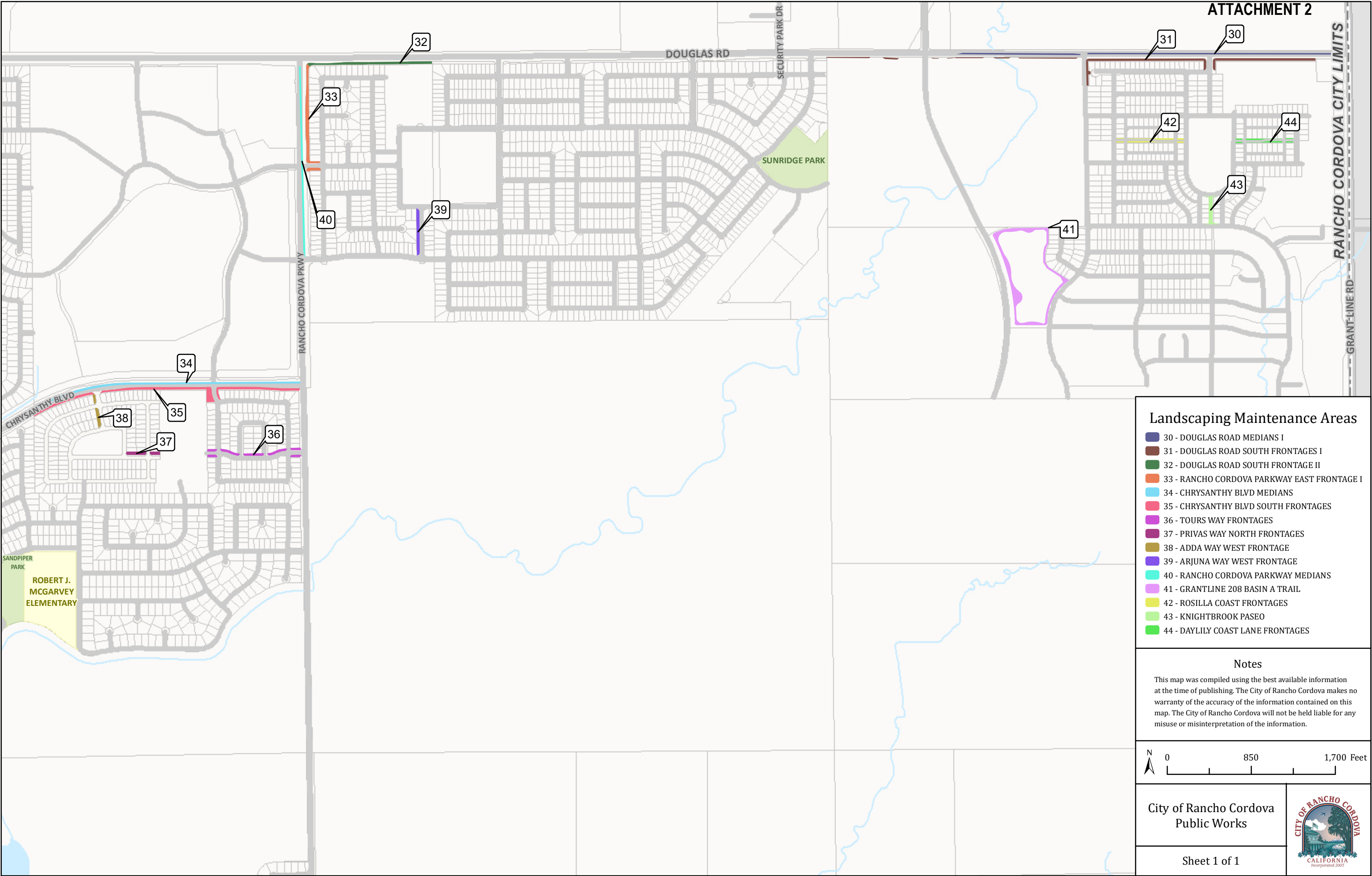
ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

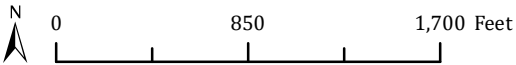


Landscaping Maintenance Areas

- 30 - DOUGLAS ROAD MEDIANS I
- 31 - DOUGLAS ROAD SOUTH FRONTAGES I
- 32 - DOUGLAS ROAD SOUTH FRONTAGE II
- 33 - RANCHO CORDOVA PARKWAY EAST FRONTAGE I
- 34 - CHRYSANTHY BLVD MEDIANS
- 35 - CHRYSANTHY BLVD SOUTH FRONTAGES
- 36 - TOURS WAY FRONTAGES
- 37 - PRIVAS WAY NORTH FRONTAGES
- 38 - ADDA WAY WEST FRONTAGE
- 39 - ARJUNA WAY WEST FRONTAGE
- 40 - RANCHO CORDOVA PARKWAY MEDIANS
- 41 - GRANTLINE 208 BASIN A TRAIL
- 42 - ROSILLA COAST FRONTAGES
- 43 - KNIGHTBROOK PASEO
- 44 - DAYLILY COAST LANE FRONTAGES

Notes

This map was compiled using the best available information at the time of publishing. The City of Rancho Cordova makes no warranty of the accuracy of the information contained on this map. The City of Rancho Cordova will not be held liable for any misuse or misinterpretation of the information.



City of Rancho Cordova
Public Works

Sheet 1 of 1



**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Roush Landscape Services (herein "Contractor"), as of March 1, 2020.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2022, unless the term of the Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 10.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by the Operations & Maintenance Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid an amount not to exceed \$237,600 for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the Public Works Department on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

Section 5. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses, and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 6. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of

the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 7. INDEPENDENT CONTRACTOR. Contractor shall perform the Services as an independent contractor, and nothing herein contained shall be construed to make Contractor an agent or employee of the City while providing the Services. Contractor shall be entitled to no other benefits or compensation except as provided in this Agreement.

Section 8. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 9. INDEMNIFICATION. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands, and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 10. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 12. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 13. TERMINATION. Either party may terminate this Agreement without cause, upon 30 days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 14. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Maria Lopez
mlopez@cityofranhocordova.org

Contractor: Roush Landscape Services
9989 Stirling Park Dr.
Sacramento, CA 95827
ATTN: Richard Roush
roushlandscape@sbcglobal.net

Section 15. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento.

Section 16. ATTORNEYS' FEES. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 17. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 18. WAIVER. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 19. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 20. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above, which date shall be considered the effective date of this Agreement.

CITY OF RANCHO CORDOVA

CONTRACTOR

By: _____
Cyrus Abhar, City Manager

By: _____
Richard Roush, Owner

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

ATTEST:

By: _____
Stacy Leitner, City Clerk

EXHIBIT A
SCOPE OF WORK

SECTION 2
SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted January 2016, and this RFP, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division, and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

A complete, preliminary copy of the City's contract for Landscape Maintenance Services is attached to this RFP as Appendix A. The contract shall bind the selected proposer to perform work in accordance with this RFP.

2.2 DESCRIPTION OF WORK EXPECTATIONS

All Proposers accept, and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of general horticultural maintenance, irrigation operation, and maintenance, and cleanup of landscape areas owned by the City of Rancho Cordova, as further designated in this RFP. Proposers understand that requirements may vary by location and season depending upon the type of landscaping.

City's expectations from selected Proposer include, but are not limited to:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by Landscape industry contractors to be best practice. All work completed by the selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the landscaped facilities and adjacent streets and sidewalks.

Safety: All services, supplies, and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards such as broken tree limbs, erosion, potholes in grounds, standing water, ropes tied to tree limbs, excavations, and unsecured material (such as wood, wire, metal, etc.) shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards that create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than a ninety (90) minute delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing landscape maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment Experience: Selected Contractor shall have experience in the use of professional irrigation systems. Experience shall include programming, troubleshooting field operation, and equipment. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. The city may require a demonstration of such experience during selection process of this RFP, as outlined in **Section 5, Proposer Experience and Operations Plan**.

City may make periodic inspections of all facilities covered by this Agreement at periodic intervals. The purpose of these inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of Contractor's performance in maintaining the landscaped areas in accordance with the provisions of this Agreement. City may, during the periodic inspection tours, identify and communicate to Contractor, areas of unsatisfactory work or of inadequate performance by Contractor. The result of each inspection shall be made available to Contractor in writing. Contractor shall correct such identified unsatisfactory work or inadequate performance within forty-eight (48) hours and shall submit in a written report to the City reflecting such corrective actions.

2.3 WORK LOCATION/SITE CHANGES

All locations for work to be contracted is identified in maps attached to this RFP as **Appendix C, Landscape Maintenance Area Maps**. Additionally, locations are identified in **Section 4, Cost Schedule**.

Appendix E, Landscape Maintenance Data Sheet describes, to the best of City knowledge, the landscape areas (in square feet) of turf and plantings, number of trees, and total work area, along with information on irrigation. Proposers should note that the City does not currently have complete information regarding the irrigation and square footage of all landscape areas as referenced in this RFP. It is Proposer's responsibility to ensure that necessary site visits are made in order to collect adequate information to submit a proposal that includes all maintenance as described in this RFP.

Proposers acknowledge that the City reserves the right to add, delete, or change locations under resulting contract for work, and may do so upon written notification to the Contractor. Any changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiation between City and Contractor. The city expects cost negotiations to be guided by **Monthly Maintenance Price Schedule** and/or **Unscheduled (Extra) Work Unit Price Schedule** as submitted in **Section 4, Cost Schedule**.

2.4 COMMENCEMENT OF WORK

Proposers acknowledge that the submittal of proposals does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Proposer shall not constitute any authority to enter upon sites for work and begin landscape maintenance services. Work shall commence only upon formal execution of a contract between the City and Contractor, and a written notice to proceed from Contract Manager to Contractor.

The City seeks to make the selection of a Contractor and award a contract for Landscape Maintenance Services by February 3, 2020. Proposers acknowledge that they are prepared to execute a contract and

begin prosecuting work within this time. Any proposer unable to meet this timeframe shall not be considered for award.

In the event, the selected Contractor fails to adequately perform Landscape Maintenance Services to standards identified in this RFP, and as appended to the executed contract, the City reserves the right to remove individual sites from the contract and/or terminate the agreement. Additionally, the City reserves the right to enter into additional contracts for Landscape Maintenance Services should the selected Contractor not meet City standards.

2.5 TERM OF AGREEMENT

Any contract resulting from a submitted Proposal shall be a 28 month contract starting March 1, 2020. If mutually agreeable to both parties, the resulting contract may be extended for an additional two (2) year term.

Failure of the Contractor to diligently execute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate workforce to execute the scope of the contract shall be considered as grounds for termination of the contract.

The contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.6 MONTHLY MAINTENANCE TASKS

Proposals shall include a bid for Monthly Maintenance Costs and a Total Maintenance cost for each location listed in **Section 4, Cost Schedule**. The Total Maintenance Cost shall assume a twenty-eight (28) month term, extending from March 1, 2020 through June 30, 2022.

Each bid for Monthly Maintenance Costs shall include all equipment, labor, material and associated costs to perform monthly maintenance tasks to the specifications described in **Section 4.4, Monthly Maintenance Items & Task Frequency**. Each area listed in **Section 4.2, Monthly Maintenance Price Schedule** corresponds to the landscape maintenance areas as identified in **Appendix C, Landscape Maintenance Area Maps**. Proposers are encouraged to inspect in person each landscape section identified in **Appendix C, Landscape Maintenance Area Maps**, in order to adequately prepare a cost proposal.

Proposers acknowledge total bid grand total includes any and all inspection and management of the described sites for compliance with the standards as described in **Section 4.4, Monthly Maintenance Items & Task Frequency**.

2.7 UNSCHEDULED (EXTRA) WORK ITEMS

Proposers shall submit bid prices for each unscheduled (extra) work items listed in **Section 4, Cost Schedule**, as itemized and further described in **Section 4.5, Unscheduled (Extra) Work Unit Price Schedule**. Said prices shall include all materials, labor, and equipment necessary to perform such unscheduled (extra) work items. The unit prices listed for unscheduled (extra) work items shall be in effect for the duration of any contract executed with the selected Contractor.

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided line item, unit cost bid requests. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and Contractor in a written "not to exceed" estimate format.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

2.8 SUBCONTRACTORS

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under the executed contract.

Any Proposer submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.4, Designation of Subcontractors**.

2.9 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Landscape Maintenance Services are fully described in **Appendix D, Additional Contract Provisions**. The additional provisions as described in Appendix D, include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Proposers' attention is directed to review of these Additional Contract Provisions, as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
PROPOSAL SUBMITTAL CHECKLIST

Each submitted proposal shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted proposal that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Monthly Maintenance Price Schedule (Section 4.2)
- ☒ Unscheduled (Extra) Work Unit Price Schedule (Section 4.5)
- ☒ Contractor's License Certification (Section 5.1)
- ☒ Department of Industrial Relations Contractors Registration Form (Section 5.2)
- ☒ Firm Experience and Qualifications (Section 5.4)
- ☒ Employee/Staff Experience & Qualifications (Section 5.5)
- ☒ Designation of Subcontractors (Section 5.6)
- ☒ Operations Plan (Section 5.7)
- ☒ Draft/Initial Schedule of Duties (Section 5.8 – proposers own form)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☐ Signature Certification Page (Section 6.4)

SECTION 4
COST SCHEDULE

Section 4 of this RFP includes the Cost Certification Form, Monthly Maintenance Price Schedule, Unscheduled (Extra) Work Unit Price Schedule, as well as detailed specifications guiding each item.

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this proposal is submitted is for Landscape Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Proposals.

The undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the proposer has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the proposer agrees if this proposal is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the proposer will take in full payment, therefore, the following amount to wit:

BID GRAND TOTAL \$ 237,600.00

*(List total Bid Grand Total from Monthly Maintenance Price
Schedule – bottom line)*

Company Name: ROUSH LANDSCAPE SERVICES

Primary Contact: RICHARD ROUSH Title: OWNER

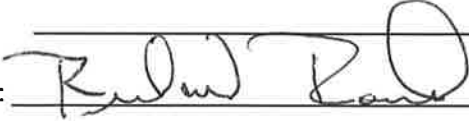
Business Address: 9989 STIRLING PARK DR.

City, State, Zip: SACRAMENTO , CA. 95827

Telephone No.: 916-835-2569 Fax No: 916-366-6046

Email Address: Roushlandscape@sbcglobal.net

Website Address: _____

Authorized Signature: 

4.2 MONTHLY MAINTENANCE PRICE SCHEDULE (Required submittal form)

Note that the areas listed below begin with number 30.

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Amount (x28 months)</u>
30. Douglas Road Medians I (Americanos Blvd to Grant Line Rd)		
Base bid for the 28 mo. term of the contract	\$ <u>1500.00</u> per month	\$ 42,000.00
31. Douglas Road South Frontages I (Borderlands Dr to Grant Line Rd)		
Base bid for the 28 mo. term of the contract	\$ <u>1400.00</u> per month	\$ 39,200.00
32. Douglas Road South Frontage II* (Rancho Cordova Parkway to 1,250 ft. east)		
Base bid for the 28 mo. term of the contract	\$ <u>400.00</u> per month	\$ 11,200.00
33. Rancho Cordova Parkway East Frontage I* (Cobble Brook Dr. to Douglas Rd)		
Base bid for the 28 mo. term of the contract	\$ <u>500.00</u> per month	\$ 14,000.00
34. Chrysanthy Blvd Medians* (Starting 680 ft. west of Adda Way to Rancho Cordova Parkway)		
Base bid for the 28 mo. term of the contract	\$ <u>400.00</u> per month	\$ 11,200.00
35. Chrysanthy Blvd South Frontages* (Starting 680 ft. west of Adda Way to Rancho Cordova Parkway)		
Base bid for the 28 mo. term of the contract	\$ <u>800.00</u> per month	\$ 22,400.00
36. Tours Way Frontages		
Base bid for the 28 mo. term of the contract	\$ <u>400.00</u> per month	\$ 11,200.00
37. Privas Way North Frontages*		
Base bid for the 28 mo. term of the contract	\$ <u>200.00</u> per month	\$ 5,600.00
38. Adda Way West Frontage* (Chrysanthy Blvd to Montron Way)		
Base bid for the 28 mo. term of the contract	\$ <u>100.00</u> per month	\$ 2800.00
39. Arjuna Way West Frontage*		
Base bid for the 28 mo. term of the contract	\$ <u>100.00</u> per month	\$ 2800.00
40. Rancho Cordova Parkway Medians* (Borderlands Dr to Douglas Rd)		
Base bid for the 28 mo. term of the contract	\$ <u>200.00</u> per month	\$ 5600.00
41. Grantline 208 Basin A Trail* (Rancho Cordova Pkwy to Borderlands Dr)		
Base bid for the 28 mo. term of the contract	\$ <u>400.00</u> per month	\$ 11,200.00
42. Rosilla Coast Frontages* (Hearst Castle to Mackerricher Way)		
Base bid for the 28 mo. term of the contract	\$ <u>100.00</u> per month	\$ 2800.00

43. Knightbrook Paseo*

(Knightsbrook Ave to Mackerricher Way)

Base bid for the 28 mo. term of the contract	\$ <u>100.00</u> per month	\$ 2800.00
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44. Daylily Coast Lane Frontages*

(Mackerricher Way to Red Blush Way)

Base bid for the 28 mo. term of the contract	\$ <u>100.00</u> per month	\$ 2800.00
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Unscheduled (extra) Work for 28 mo. term:	\$50,000.00
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Bid Grand Total:	\$ 237,600.00
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*This area is dependent on project acceptance. City will give Contractor 30-day notice for commencement of work. Contractor shall not invoice for this area until the maintenance service has begun.

The BID GRAND TOTAL shall include the total amounts for all locations listed in Section 4, and for the frequency of service as outlined in the Task Frequency Sheet, for 28-months' worth of service provision. This amount shall be the total amount for the 28-months of contract for service.

The Unscheduled (extra) Work amount (listed as \$50,000) is the anticipated total for Unscheduled (extra) Work for the 28-month term and will be included in the BID GRAND TOTAL. The City reserves the right to increase or decrease this dollar amount upon execution of Landscape Maintenance Service contract with selected Contractor.

Unit Price equals Contract Price: Unit prices given shall be the monthly price used for the duration of the contract (28-months) and will not increase due to fuel, labor, or materials costs. At the end of the initial 28-month contract period, if the contract term is extended, the selected Contractor and the City will negotiate an increase in unit prices that is in good faith and mutually agreed upon.

The following **Sections 4.3 Monthly Maintenance Task Items, and 4.4 Task Frequency Sheet**, in conjunction together describe the location of each monthly maintenance task, the frequency with which the monthly maintenance task shall be undertaken, and the specification of work that each monthly maintenance task shall adhere to by the selected Contractor.

4.3 MONTHLY MAINTENANCE TASK ITEMS

Turf Maintenance:

- a) **Turf Mowing, Trimming, and Edging:** All turf shall be mowed to maintain a uniform height of no more than 2-1/2 inches. Turf shall be mowed **one time per week** between March 1 and October 31 of each calendar year. Between November 1 and February 28 of the following calendar year, turf shall be mowed **one time every other week**. Any changes in schedule due to weather conditions or equipment operation must be pre-approved by the Contract Manager. Mowing shall be done only by properly adjusted mowing equipment with sharp cutting edges. The contractor shall use walk-behind mowers for all mowing of turf unless otherwise specified or approved. Bruising or rough cutting the grass will not be permitted. Contractor shall remove all paper, rubbish or debris from each lawn area prior to mowing. All grass clippings shall be picked up and removed from site. Grass clippings and leaves shall be cleaned out of gutters and shall not at any time be blown on to streets or sidewalks.

All turf shall be mechanically **edged** along the entire perimeter. Turf shall be edged on the same schedule as mowing; weekly March 1-October 31, bi-weekly November 1-February 28.

Trimming around irrigation heads shall be done as necessary to provide proper water coverage and head operation. String edgers may be used as needed around poles, against soundwalls, and around controller enclosures, vaults, etc.

Tree wells in lawn areas shall have a minimum 18-inch radius from tree trunk, clear and void of turf and weeds. Chemical sprays or string edgers may be used, but care shall be taken not to damage tree trunks or exposed roots. Damage to trees from trimming activities may result in Contractor replacing the tree at Contractor's expense.

- b) **Turf Fertilization:** Contractor shall provide all materials, equipment, and labor to implement and maintain a turf fertilization program. Contractor shall apply fertilizer as necessary to maintain green and healthy turf at all times. Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash and phosphoric acid to maintain green and healthy turf at all times. Contractor shall also apply a pre-emergent in the Spring and Fall to prevent all weeds in the turf, including but not limited to, crabgrass and poa annua. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. Contractor shall adjust irrigation schedules in accordance with manufacturer specification to achieve maximum benefits from application of fertilizers and weed control products.

An annual turf fertilization plan shall be included in the **Draft/Initial Schedule of Duties as required in Section 5.8**. Contractor shall maintain detailed records of the turf fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

- c) **Turf Aeration:** All turf areas shall be aerated **two times per year**, in April and September. A coring-type aerator shall be used, and all sprinkler heads must be flagged prior to aeration. The contractor shall provide all materials, equipment and labor required for aeration. Turf aeration shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.8**.
- d) **Turf Watering:** Turf shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone. Normally, a total of 1-1/2" of water is needed weekly in hot weather. Water conservation is always to be of prime concern. Contractor is responsible for promptly notifying

the Contract Manager of any needed irrigation adjustments and the need to correct any over or under-watering conditions.

- e) **Turf Weed Control:** The turf areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants and/or turf occur, the contractor shall replace those plants and/or turf at Contractor's expense.

Weeds that reach a height of 4 inches or more shall be manually removed or hand-pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

The City reserves the right to require the selected Contractor consult with a Turf Consultant in preparation of a fertilization, pesticide and weed control program, should the selected Contractor not have staff with adequate turf expertise.

Trees, Shrubs and Planting Area Maintenance:

- f) **Tree Pruning:** Pruning of city trees shall be performed as necessary to (1) raise the lower branches to maintain a 15' clearance above streets and roadways; (2) raise the lower branches to maintain a 7' clearance above sidewalks and walkways; (3) to remove suckers, water sprouts, and other undesirable growth; (4) remove all dead or damaged branches; (5) eliminate visibility obstructions at corners or intersections, and (6) to clear obstructions of traffic signals.

All pruning shall be done by certified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. The Contractor shall provide replacement trees, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the Contract Manager.

The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

The contractor may be called upon to respond for emergency removal of any down limb(s) and/or tree from the landscape areas during regular business hours.

- g) **Shrub Pruning:** The following shrubs shall be pruned **one time per year** as directed by the Contract Manager to a height of 6" above the base of the plant of the finished grade:
- Deities
 - Hemerocallis
 - Pennisetum- Shall be pruned every February without direction.

Pruning of other shrubs shall be performed **three times per year** to shape, particularly to correct miss-shaping. Shrub pruning shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.8.**

Pruning of shrubs shall be performed to (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to ensure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. Shearing or "boxing" will not be permitted unless specifically directed by the Contract Manager. The Contractor shall provide replacement shrubs, at Contractor's expense, if shrubs are damaged. Under no circumstances will stripping of the lower branches ("raising-up") of shrubs be permitted.

- h) Tree Staking:** The Contractor shall maintain existing stakes, ties, and protective devices, providing replacements **at all times** during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor's cost.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the Contract Manager to use an optional method.

- i) Planting Area Fertilization:** Contractor shall provide all materials, equipment, and labor to implement and maintain a fertilizer program for planting areas. Contractor shall apply fertilizer as necessary to maintain all plants and shrubs in a healthy and vigorous condition. Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash, and phosphoric acid to maintain plants and shrubs in a healthy and vigorous condition. Contractor shall also apply a pre-emergent in the Spring and Fall to prevent all weeds in the planting areas, including but not limited to crabgrass and poa annua. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from application of fertilizers and weed control products.

An annual planting area fertilization plan shall be included in the **Draft/Initial Schedule of Duties as required in Section 5.8**. Contractor shall maintain detailed records of the planting area fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

- j) Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants with no cost to the City.

Weeds in excess of 4" in height shall be manually removed. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Groundcover and Vine Maintenance

- k) Groundcover and Vine Pruning:** Groundcovers and vines shall be pruned **one (1) time per year**, and shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.8**.

Vines shall be pruned to within four (4) inches of the face and top of the soundwall, as directed by the Project Manager.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. Contractor shall replace damaged material at their cost.

- l) Groundcover and Vine Edging:** Groundcovers and vines shall be edged **two (2) times per month**, along sidewalks, mow strips, and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the **Draft/Initial Schedule of Duties as required in Section 5.8**.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, the replacement for vines or shrubs damaged due to contractor's activities shall be the Contractor's responsibility.

- m) Groundcover and Vine Fertilization:** Contractor shall provide all materials, equipment and labor to implement and maintain a groundcover and vine fertilization program. Contractor shall apply fertilizer as necessary to maintain green and healthy groundcover and vines at all times. Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash and phosphoric acid to maintain green and healthy groundcover and vines at all times. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from application of fertilizers and weed control products.

An annual groundcover and vine fertilization plan shall be included in the **Draft/Initial Schedule of Duties as required in Section 5.8**. Contractor shall maintain detailed records of the groundcover and vine fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

- n) Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants with no cost to the City.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of weeds at all times. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

Weeds that reach a height of 4" or more shall be manually removed, or hand-pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Grounds Maintenance:

- o) Litter Removal in Landscaped area:** Landscaped areas shall be kept free of all litter, i.e., paper, rubbish, and debris, at a minimum of **one time per week** during the entire contract term. No debris shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

All mulch, bark, and decomposed granite shall be kept within the planter area and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 916-851-8710, or to the Hazardous Materials Specialist at 916-875-5857.

- p) Litter Removal in Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within site shall be kept free of all litter, i.e., paper, rubbish and debris, **one (1) time per week** during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.
- q) Cuttings and Trimmings Removal:** All cuttings, trimmings, and leaf debris shall be removed from the sites **upon cutting or trimming** during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All street gutters shall be kept free of leaves. All organic materials and debris collected during landscape maintenance activities, including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. All organic waste shall be diverted from landfill disposal through composting, incineration, land spreading, or any other method in compliance with State and local laws and regulations. Contractor shall provide proof of compliance with this requirement upon request by the City. Cuttings and trimmings shall not be left on any grounds for a period of more than twenty-four (24) hours.
- r) Weed Control in Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg), and rock blanket areas adjacent or within site shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City.

Weeds that reach a height of 4" or more shall be manually removed, or hand-pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Total work (sq. ft.) to be accomplished is indicated in the Data Sheet on a per-site basis. In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials that require chemical applications at the appropriate times to minimize difficult mechanical removal. The contractor shall be responsible for weed control or removal **at all times**.

- s) **Median(s) Weed Control:** The entire median(s) shall be kept free of weeds, nose to nose, curb to curb, including the planting areas **at all times** during the entire contract term. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants with no cost to the City.

Weeds that reach a height of 4" or more shall be manually removed, or hand-pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

- t) **Median(s) Litter Removal:** The entire median(s) shall be cleared of all litter, i.e., paper, rubbish, and debris, **one (1) time per week** during the entire contract term and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, grass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, grass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be disposed of at the Contractor's expense. All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.

- u) **Weed Abatement:** Contractor shall mow or weed eat all weeds to a height of four inches (4") or less **one (1) time per year** in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed at the Contractor's expense. Tree wells shall be kept free of weeds at all times. The tree well shall be considered the drip line of the specific tree.

Weed abatement is required for projects that contain unimproved open space. The Data Sheet will indicate an estimated area to be mowed.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by the use of selective weed killers as recommended by a Pest Control Advisor provided the weeds do not reach a height of 4" or higher. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

- v) **Fungus, Disease, Rodent and/or Insect Infestation Control:** It shall be the Contractor's responsibility to keep the area free of fungus, disease, rodents and/or insects **at all times**. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor or be on the Contractor's staff. If on Contractor's staff, proof of qualifications shall be provided for as detailed in **Section 5.4, Employee/Staff Experience and Qualifications**.

The Contractor shall meet all government agency requirements for storage, use, disposal, and record-keeping at all times. The contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain an application on-site and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City.

The Contract Manager shall be notified 48 hours prior to the expected date of application of any pesticides. Pesticides must be brought to the worksite in the original manufacturer's container and be properly labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid overspray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

- w) Irrigation Management:** The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize overspray and water waste. Weekly inspections shall be performed of all irrigation systems, and the Contract Manager shall be notified within 24 hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within 24 hours of notification/discover of irrigation problems. If repairs are not made within 24 hours, the Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section.

Irrigation Lateral Lines – 1" or less in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1" or less in size. All costs for maintenance and repairs for lateral lines 1" or less in size shall be included in the **Monthly Maintenance Cost & Bid Grand Total** as required in **Section 4.2 Monthly Maintenance Price Schedule**. This consists of all costs for pop-up sprayer heads, bubblers, nozzles, lids, swing joints, fittings, and pipe. All replacement parts must be of same manufacturer or a similar type as approved by the Contract Manager. Responsibility for repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God."

Irrigation Lateral Lines – 1 ¼" or larger in size

The selected contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1 ¼" or larger in size. All costs for repair shall be invoiced based on unit costs or labor and materials as provided in **Section 4.5 Unscheduled (Extra) Work Unit Price Scheduled**. This includes valves, rotor heads, fittings, pipes, and wiring. All replacement parts must be of the same manufacturer or a similar type as approved by the Contract Manager.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

Bidder shall verify irrigation system locations during the proposal process.

All controllers and enclosures shall be serviced weekly, which includes:

- All station test/system check
- Monitoring of systems to ensure station optimization
- Battery replacement if applicable
- Cabinet clean up

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these special provisions.

At any time, the City reserves the right to direct the contractor to operate any field unit in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the bid. If the Contractor uses a non-rechargeable battery and causes damage to any controller, the Contractor shall replace or repair the controller at the Contractor's expense. Any equipment that uses rechargeable batteries shall have a rechargeable battery.

x) Irrigation Testing and Programming

The Contractor shall test the Backflow Device annually as directed by the Contract Manager. Cost for testing of all backflow devices will be the responsibility of the Contractor. A certified Backflow Device Tester/Plumber shall be used and acceptable to the City authority. The contractor shall wrap the Backflow Device annually and maintain the protective covering during periods of cold temperature to eliminate freezing damage. In the event, wrapping the device or maintenance of the wrappings is not accomplished, any resultant damage shall be the responsibility of the Contractor. No additional compensation shall be made for this task.

Irrigation programming shall be the responsibility of the Contractor and may be directed by the Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access are not disturbed. Watering shall be controlled to prevent runoff, ponding, and overwatering.

The Contractor shall ensure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles, and sprinklers for manual watering shall be provided by the Contractor. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system shall be at the Contractor's expense. Manual watering, which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control may be considered extra work, and compensation may

be made on a time and material basis. The City reserves the right to make the determination of situations outside Contractor's control at City's sole discretion.

If manual watering is required, truck application shall be done during hours that minimize the impact on traffic and are subject to local traffic code. It is recommended that the application occur during the nighttime/early morning hours when roadways are less traveled and not during commute hours. No weekend watering shall be permitted. Four water purveyors service the City of Rancho Cordova. The Contractor shall be responsible for obtaining any necessary permits from the water purveyor(s) where water will be drawn. All costs associated with permits and water usage will be the Contractor's responsibility.

The Contractor shall be responsible to field monitor the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water application parameters, and for all field-related repair work.

4.4) MONTHLY MAINTENANCE ITEMS & TASK FREQUENCY

Task Frequency Sheet	30 - Douglas Rd Medians I	31 - Douglas Rd South Frontages I	32 - Douglas Rd South Frontages II	33 - Rancho Cordova Pkwy East Frontages	34 - Chrysanthy Blvd Medians	35 - Chrysanthy Blvd South Frontages	36 - Tours Way Frontages	37 - Privas Way North Frontages	38 - Adda Way West Frontage	39 - Arjuna Way West Frontage	40 - Rancho Cordova Pkwy Medians	41 - Grantline 208 Basin A Trail	42 - Rosilla Coast Frontages	43 - Knightsbrook Paseo	44 - Daylily Coast Lane Frontages
Turf Maintenance:															
a. Turf mowing, trimming, edging.						X									
b. Turf fertilization six times per year.						X									
c. Turf aeration two times per year.						X									
d. Turf weed control at all times.						X									
Trees, Shrubs, and Planting Area Maintenance:															
e. Tree pruning as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
f. Shrub pruning three times per year and as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
g. Tree staking at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
h. Planting area fertilization as necessary.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
i. Weed control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Groundcover and Vine Maintenance:															
j. Groundcover and vine pruning one time per year.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
k. Groundcover edging two times per month.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
l. Groundcover and vine fertilization as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
m. Weed control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Grounds Maintenance:															
n. Landscaped area litter removal one time per week.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
o. Litter removal in paved, DG, and rock blanket areas one time per week.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
p. Cuttings and trimmings removal one time per week.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
q. Weed control in paved, DG, and rock blanket areas at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
r. Median(s) weed control at all times.	X				X						X				
s. Median(s) litter removal one times per week.	X				X						X				
t. Weed abatement one time per year.															
u. Fungus, disease, rodent, and/or insect infestation control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
v. Irrigation management at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
w. Irrigation testing and programming as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

**** Landscape Areas begin with number 30.**

4.5 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE *(Required submittal form)*

Further description of items on following pages.

#	Description	Unit	Unit \$
1.	Maintain additional turf.	1 sq ft	.30
2.	Maintain additional shrub/ground cover area per month.	1 sq ft	.30
3.	Lead person on call labor as required for unscheduled work.	1 hr	45.00
4.	Crewmember labor as required for unscheduled extra work.	1 hr	35.00
5.	Fifteen-gallon tree replacement.	1 ea	180.00
6.	Five-gallon tree replacement.	1 ea	85.00
7.	Five-gallon shrub replacement.	1 ea	55.00
8.	One-gallon shrub/ground cover/vine replacement.	1 ea	25.00
9.	One flat ground cover (64 plant count or greater).	1 ea	48.00
10.	Sod	1 sq ft	3.00
11.	Rainbird #1806-PRS-SAM	1 ea	16.00
12.	Rainbird #1812-PRS-SAM	1 ea	19.80
13.	4" pop-up gear-driven rotor.	1 ea	22.00
14.	12" pop-up gear-driven rotor.	1 ea	32.44
15.	Rotor nozzles.	1 ea	9.00
16.	Flood bubbler.	1 ea	6.00
17.	Stream bubbler.	1 ea	6.00
18.	Subsurface dripline.	1 lf	3.00
19.	Drip irrigation Y-filter 1 ½".	1 ea	43.00
20.	Drip irrigation pressure regulator 1 ½".	1 ea	35.00
21.	44LRC Quick Coupler.	1 ea	136.00
22.	Latching solenoid.	1 ea	54.00
23.	1" Remote Control Valve (installation only).	1 ea	120.00
24.	1 ½" Remote Control Valve (installation only).	1 ea	145.00
25.	2" Remote Control Valve (installation only).	1 ea	165.00
26.	9-volt battery.	1 ea	5.00
27.	9-volt rechargeable battery.	1 ea	15.00
28.	12-volt battery.	1 ea	22.00
29.	Shredded bark mulch.	1 cy	100.00
30.	Decomposed Granite.	1 cy	145.00
31.	2, 2" X 8' Lodgepole tree stakes with 2 cinch ties.	1 set	30.00
32.	1, 3" X 8' Lodgepole tree stakes with 2 cinch ties.	1 ea	40.00
33.	2 tree ties.	1 pair	6.00
34.	Cost per hour for on-call tree pruning services	1 hr.	95.00
35.	Cost per hour for landscape plan review assistance	1 hr.	45.00

4.6 UNSCHEDULED (EXTRA) WORK ITEM DESCRIPTIONS

Item #1 Bid a unit price per square foot to maintain additional turf. The unit cost shall include material, labor, and equipment necessary to meet specification requirements.

Item #2 Bid a unit price per square foot to maintain additional shrub/groundcover areas per month. The unit cost shall include material, labor, and equipment necessary to meet specification requirements.

Item #3 Provide lead person hourly rate for Unscheduled Work. Unscheduled Work may include landscaped systems improvements within the contract locations. The total hourly rate quoted shall include all wages, payroll taxes, fringe benefits, insurance, administrative overhead, profit, and cost of tools, equipment, fuel, repairs, and transportation of labor and equipment.

Item #4 Provide crew member hourly rate for Unscheduled Work. Unscheduled Work may include landscaped systems improvements within the contract locations. The total hourly rate quoted shall include all wages, payroll taxes, fringe benefits, insurance, administrative overhead, profit, and cost of tools, equipment, fuel, repairs, and transportation of labor and equipment.

Items #5-8 Bid a unit cost for replacement of a 15-gallon tree, a five-gallon tree, five-gallon shrub, or one-gallon shrub. The unit price shall include all labor, removal of dead material, furnishing and planting of new material and a 90-calendar day guarantee period. The tree or shrub shall be installed as per Sacramento County Standard Specifications Section SS110-03 and Detail L-1, L-2, with all required materials.

Item #9 Bid a unit cost to install one flat of groundcover (minimum 64 count). The unit price shall include labor, removal of dead material, furnishing, and planting new material, and a 90-calendar day guarantee period. Groundcover shall be installed as per Section SS108-5 of the Sacramento County Standard Specifications.

Item #10 Bid a unit price for planting a square foot of sod. The unit cost shall include labor, removal of dead turf, preparing the soil by rototilling to a depth of four (4) inches, finish grading, fertilization, and the furnishing, placing, and watering of new sod.

Item #11-22 Bid a unit cost for providing and installing the irrigation equipment listed below. Each item must be replaced with like item or better. The unit costs shall include all labor, material, and equipment necessary to install the replacement as per Sacramento County Standard Specifications and details.

11. Rainbird #1806-PRS-SAM
12. Rainbird #1812-PRS-SAM
13. 4" pop-up gear-driven rotor
14. 12" pop-up gear-driven rotor
15. Rotor nozzles
16. Flood bubbler
17. Steam bubbler
18. Subsurface dripline
19. Drip irrigation Y-filter-1 ½"
20. Drip irrigation pressure regulator 1 ½ "
21. 44LRC Quick Coupler
22. Latching Solenoid

Item #23-25 Bid a unit cost for providing labor to install a remote-control valve. The material necessary to complete the repair will be paid on a cost basis. The unit costs shall include all labor and equipment necessary to install the replacement as per Sacramento County Standard Specifications and details.

- 23. 1" Remote Control Valve (installation only)
- 24. 1-1/2" Remote Control Valve (installation only)
- 25. 2" Remote Control Valve (installation only)

Item #26-28 Bid a unit price to install replacement batteries, either 9-volt, 9-volt rechargeable, or 12-volt in automatic irrigation controllers. The unit cost shall include material, labor, and equipment to install the batteries and the proper disposal of spent batteries.

Item #29 Bid a unit cost to provide one cubic yard of shredded bark mulch. Mulch shall be approved by the Contract Manager prior to installation. The unit cost shall include material, labor, and equipment to install shredded bark mulch, type is subject to approval of Contract Manager.

Item #30 Bid a unit cost to provide one cubic yard of decomposed granite. Decomposed granite shall be approved by the Contract Manager prior to installation. The unit cost shall include material, labor, and equipment to install decomposed granite.

Item #31 Bid a unit price to provide a pair of two-inch (2") by eight-foot (8') lodgepole stakes with two (2) tree ties. The unit price shall include materials, labor and equipment to install the stakes.

Item #32 Bid a unit price to provide one (1) three-inch (3") by eight-foot (8') lodgepole stakes with two (2) tree ties. The unit price shall include materials, labor, and equipment to install the stakes.

Item #33 Bid a unit price to install two (2) tree ties. The unit price shall include materials, labor, and equipment to install the ties.

Item #34 Cost per hour for unscheduled (extra) tree pruning for trees as described in **Section 4.4.e**.

Item #35 Cost per hour for landscape plan review assistance.

SECTION 5

CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN

5.1 CONTRACTOR'S LICENSE CERTIFICATION

Any person or entity submitting a proposal on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code at the time of proposal submittal. A proposal submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

The Proposer shall provide in writing to the City their contractor's license number, name on the license, classification, and expiration date of the license with their proposal.

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the California Contractors' State License Board indicate that the contractor was properly licensed at the time the proposal was submitted and the license has remained valid and good standing after award of the contract. Any proposer or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the proposer to maintain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the proposer.

CERTIFICATION

In accordance with the California Business and Professions Code, I do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 546716

Expiration Date: 11/30/220

Contractor's Classification: C-27

RICHARD ROUSH
Contractor's Name (Printed)

1/6/20
Date


Proposer's Signature
(Same signature as on Bid Proposal)

RICHARD ROUSH
Proposer's Name (Printed)

OWNER
Proposer's Title

*Please include a copy of your contractor's license.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **546716** Entity **INDIV**
Business Name **ROUSH LANDSCAPE SERVICES**

Classification(s) **C27**

Expiration Date **11/30/2020**

www.cslb.ca.gov



5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM

Any person or entity submitting a proposal on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the Proposer to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any Proposer or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Proposer to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Proposer.

CERTIFICATION

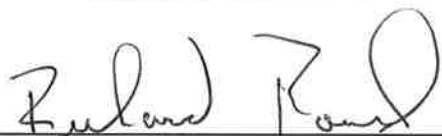
In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 10000114657

Expiration Date: JUNE 2020

RICHARD ROUSH

Contractor's Name (Printed)



Proposer's Signature
(Same signature as on Bid Proposal)

1/6/20

Date

RICHARD ROUSH

Proposer's Name (Printed)

OWNER

Proposer's Title

5.3 PROPOSER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a proposal shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Proposer shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.4**.

Employee/Personnel Experience and Qualifications: Proposer shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Monthly Maintenance Task Items detailed in **Section 4**, should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.5**.

Operations Plan Details: Proposer shall detail an inventory of equipment, location of any equipment and materials storage facilities, customer service processes and call center location (if applicable), and a draft/initial schedule of duties to demonstrate how Proposer intends to undertake Monthly Maintenance Task Items detailed in **Section 4**, in a routine manner. The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.7**.

5.4 FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

The proposer has been engaged in the contracting business, under the present business name for 42 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 30 years.

The proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

Please provide written explanation on a separate sheet(s).

Please provide a listing of similar contracts related to the Landscape Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Annual Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
7	LANDSCAPE MAINTENANCE	360,000.00	CITY OF RANCHO CORDOVA	MARIA LOPEZ
10	BRUCEVILLE AREA STREETSCAPE MAINTENANCE	79,200.00	CITY OF SACRAMENTO	LARRY MONTEZ 916-203-6315
6	HOWE AVE , POWER INN AREA STREETSCAPE MAINTENANCE	92,400.00	CITY OF SACRAMENTO	CALEB ATTINGER 916-584-3084
6	BIKE TRAIL MAINTENANCE 3 SEPERATE CONTRACTS	129,600.00	PUBLIC WORKS CITY OF SACRAMENTO	JEREMY MEDINA 916-202-9381
1	STREETSCAPE MAINTENANCE	57,600.00	CITY OF SACRAMENTO	JEREMY MEDINA 916-202-9381

5.5 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
JEFF ROUSH	CONTRACT MANAGER	20 +	30	DEGREE IN BUSINESS PEST CONTROL LICENSE
JAKE ROUSH	CONTRACT MANAGER	20	25	DEGREE IN ENVIORNMENTAL BIOLOGY
CARLOS ONTIVAROS	FOREMAN	10	15	
PEDRO GONZALEZ	FOREMAN	12	15	
JOSE FRANCISCO	FOREMAN	15	25	

Use additional sheets of paper as necessary for additional references or employees.

5.6 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total proposal or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation to City.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
NONE			

5.7 OPERATIONS PLAN *(Required submittal forms)*

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Fuel Type
	SEE ATTACHED		

Equipment Storage and Maintenance Facility: Please provide the facility location(s) where the equipment utilized in this contract will be staged:

3770 BRADVIEW DR.

Street address

SACRAMENTO, CA. 95827

City, State, Zip Code

Customer Service Call Center: Please list the address and phone number of the Customer Service center where calls will be received for this Contract:

3770 BRADVIEW DR

Street address

SACRAMENTO, CA. 95827

City, State, Zip Code

OFFICE 916-366-6031 RICHARD CELL 916-835-2569 JEFF CELL 916-996-8943 JAKE CELL 916-425-7469

Phone Number

Will Customer Service representatives be available during normal business hours to answer calls? ☒ / N
(circle one)

After-hours Emergency Phone Number: 916-835-2569

5.8 DRAFT/INITIAL SCHEDULE OF DUTIES (proposers own form)

The selected Contractor will be required to supply the City with a written routine schedule of duties that covers typical days each month on which **Monthly Maintenance Task Items** (detailed in **Section 4**) are expected to be completed. Proposers are asked to submit a draft/initial schedule of duties based upon their review of the Monthly Work Task Items, Task Frequency, and a physical site visit to each of the project areas.

The City understands that modifications to the draft/initial schedule of duties submitted by proposers may be required upon execution of a contract with selected Contractor. The requirement to submit a draft/initial schedule of duties is intended to demonstrate proposers' understanding of work to be completed each month and further demonstrates the organizations' ability to manage such Monthly Maintenance Task Items in a routine and regular manner. The format for draft/initial schedule of duties is open to proposers; however, is a required submittal document. Proposers not submitting a draft/initial schedule of duties may not be eligible for selection.

SECTION 6

EXCEPTIONS, GUARANTEES AND CERTIFICATIONS

6.1 EXCEPTIONS TO AGREEMENT *(Required submittal forms)*

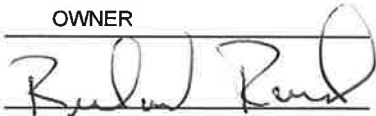
Proposers are to prepare all Cost Schedule forms (Section 4) based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the proposer in this RFP, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the proposer's firm to the Agreement in the manner set forth below.

Date: 1/6/20

Name: RICHARD ROUSH

Title: OWNER

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all proposals be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total as indicated in **Section 4, Cost Schedule**.

Additionally, before beginning said work, the Contractor shall file one bond with the City, made payable to the City. The bond shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. The bond shall be for \$100,000 and shall guarantee the faithful performance of the Agreement.

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.


Authorized Signature

RICHARD ROUSH
Name (Printed)

OWNER
Title

1/6/20
Date

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if proposer or other interested person is an individual, state first and last names in full.

By my signature on this proposal, I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this proposal are true and correct.

Date: 1/6/20

ROUSH LANDSCAPE SERVICES

Legal Company or Corporation Name

SOLE PROPRIETER

Business Type (Corporation, Partnership, etc.)

RICHARD ROUSH

Print Name



Signature

OWNER

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

DETAIL OF EQUIPMENT
ROUSH LANDSCAPE SERVICES

LOCATION: 3770 Bradview Dr., Sacramento, Ca. 95827

Swingtrim Tractor Mounted Hedge Trimmer
Giant Vacuum 40 hp leaf loader
2 Ryan Aerators
200 gal. Sprayer FMC Trailer Mounted
2 50 gal. Skid Sprayers
6 30" Turf Mowers
40 21" Turf mowers
10 Edgers-Powertrim
6 Turf Tiger Riding Mowers 48" to 72"
1 Walker 36" Riding Mower
2 36" Bunton Walk Behind Mowers
1 Stump Grinder
2 Tree Chippers
1 Sign Board - Solar Powered with Batteries
Billy Goat Vacuum
15 Trailers
13 Trucks 2000 to 2012 yr models
Ditch Witch Trencher
PTO Sprayer 30 gallon
Kubota Tractor with Loader and Scraper
2013 Kubota Tractor with attachments
3 Troybilt Rototillers
4 Small Tillers
2 Earth Augers
30 Blowers
15 Weedeaters
15 Hedge Trimmers
Multiple Sign Equipment

All equipment in excellent working order

My proposal for the short term is to send a crew each week

Each week the crew will do all specified tasks

Including edging, trimming, trash pickup, blowing walks and hardscapes as well as weed control

They will also have the responsibility to monitor plants and beds for damage and visually check for irrigation problems .Using the landscape calendar as a guide do additional tasks as required.

Additional crew will be added during pruning.

As more sites come online more days will be added

LANDSCAPE CALENDAR

JANUARY

Cut back certain shrubs to maintain size
Prune flowering trees as needed
Inject certain trees and shrubs with Merit to stop aphid infestation
Trim low branches in trees
Install fir bark upgrade if requested.

FEBRUARY

Apply pre-emergent to shrub beds
Apply fertilizer to shrubs (15/15/15)
Finish pruning low branches in trees
Prune shrubs if needed.

MARCH

Apply Dimension pre -emergent /fertilizer combo to turf
Do a complete irrigation check
Prune as needed
Spray broadleaf weeds as needed.

APRIL

Prune all areas

MAY

Fertilize turf - slow release
Prune shrubs
Spray broadleaf as needed

JUNE

Prune shrubs if needed

JULY

Aerate all turf
Prune shrubs

AUGUST

Post emergent spray for crabgrass, Dallas grass, and nutsedge
Spray broadleaf if needed
Prune shrubs

SEPTEMBER

Fertilize turf

OCTOBER

Aerate turf
Seed areas where needed
Prune Shrubs

NOVEMBER

Fertilize with winter fertilizer turf and shrubs
Leaf removal

DECEMBER

Leaf removal

ROUSH LANDSCAPE SERVICES

Roush Landscape Services is a family owned and managed business. Along with my wife, Ellen and our two sons, Jeff and Jacob, I have been able to offer very personalized service. We do not feel our clients should have to ask for services that are included in their maintenance contract. We have built our business on word of mouth referrals and do not have a sales staff.

I have been in business since 1977. I hold a C27 contactors license. I also hold a pest control for hire applicators license. This allows me to train employees and do any type of agricultural spraying or application. My oldest son Jeff, came to work full time in 1993 after getting his degree in business. Jacob came on full time in 1996 after earning a degree in environmental biology. They both have a lifetime of working summers in our business and are excellent landscapers in their own right. They both help me with business management and quality control. Ellen manages the office.

Each maintenance crew has an English speaking onsite supervisor to oversee the crew. We train our people on the job and try to keep employees by paying higher wages than others in the trade. Each of our foremen has a phone which allows instant communication between foreman and supervisor. The management staff will have my personal cell number and can contact me directly with any problems or questions.

For the past 7 years we have been the landscape contractor for the city of Rancho Cordova. In our time working we have made many changes to the town. We re-landscaped the International Drive medians, Zinfandel medians, re-planted many areas on Folsom Blvd. and completely re-landscaped Coloma Rd. at Trinity River. We have added mulch to most areas and work to keep it replenished.

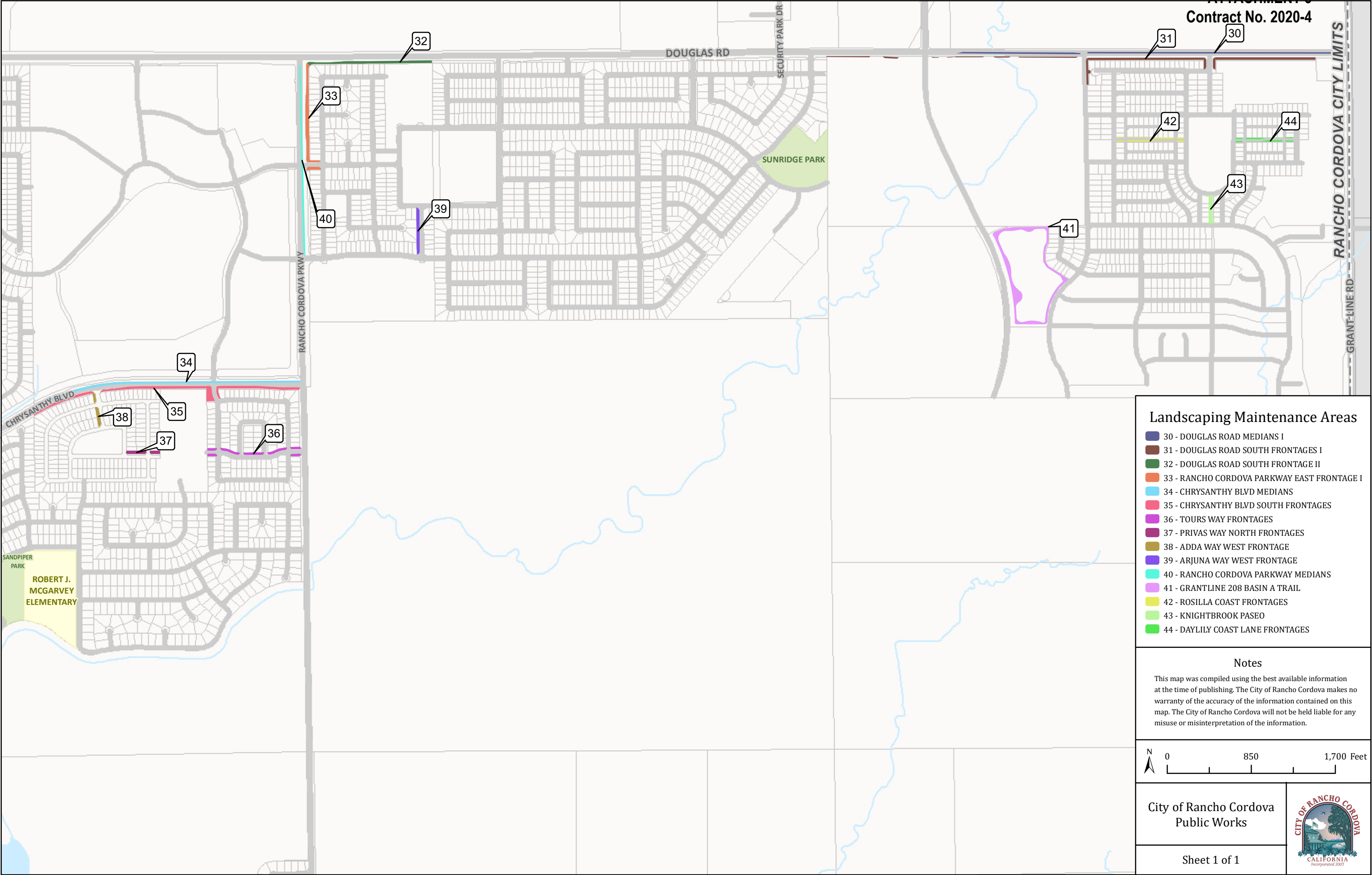
As you drive through the town you can see the quality of our maintenance with professional pruning to plant health, weed free beds and well maintained sprinkler systems. Keeping up with the trash is always important to us.

I live in Rancho Cordova and have for 50 years. I believe we have been a great asset to the community. My two sons help manage the business and between us we have over 70 years in the business.

It has always been my goal to provide service that not only maintains but improves my clients' properties. I would very much like to continue to be Rancho Cordova's contactor.

RICHARD ROUSH

APPENDIX C
LANDSCAPE MAINTENANCE AREA MAP



APPENDIX D
ADDITIONAL SPECIAL PROVISIONS

D.1) PAYROLL RECORDS

The Contractor's attention is directed to Section 6-1.03, "Payroll Records," of the Standard Construction Specification. Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

D.2) PREVAILING WAGE

See Section 6 in Appendix A

D.3) PROTECTION OF ROADWAY FACILITIES

It shall be the responsibility of the Contractor to protect existing culverts, railings, signs and all other roadway appurtenances, which are to remain and be incorporated into the maintenance work area. Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Landscape Inspector at the Contractor's expense.

D.4) PROTECTION OF EXISTING FACILITIES AND PLANT MATERIAL

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities or plant material will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities or plant material due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

D.5) VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

D.6) NPDES REGULATIONS

The Contractor shall comply with all applicable City regulations regarding NPDES (National Pollutant Discharge Elimination System) Permit Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge any pollutants to the storm drain system. Contractor will contain any materials or discharges that may potentially reach a City storm drain. Contractor will conduct annual training regarding Stormwater Regulations and the appropriate BMP's for all employees working at City facilities. Contractor shall provide to the City annually, by July 1, with certification of that required training on Stormwater Regulations and acknowledgement of adherence to these standards while performing work at the City.

During operations, the Contractor shall provide street sweeping as necessary to meet the requirements of the City of Rancho Cordova's National Pollutant Discharge Elimination System Program (NPDES) Permit.

D.7) EXISTING UTILITIES

Attention is directed to the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to ensure that their operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

D.8) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 6 and Section 12 of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining local property access and access to existing public cross streets within the limits of this contract.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project.

The Contractor shall provide 24-hour advance notification to the occupants of the property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

When doing work on a major street, the Contractor may, with the Contract Manager's approval, close the traffic lanes in accordance with the Sacramento County Standard Construction Specifications.

Lane closure shall not be allowed without the proper advance warning devices and signing and flag person control in conformance to the Sacramento County Standard Construction Specifications, and these Special Provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of the controlled traffic conditions existing at that time.

The Contractor shall do all traffic maintenance work as specified herein without direct payment.

D.9) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

D.10) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of one (1) year experience in grounds maintenance work. Experience must include use of gardening tools and operation of commonly used equipment. All workers/personnel shall be neat and orderly in appearance.

D.11) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

D.12) DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30-day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

D.13) PAYMENT

Attention is directed to Section 8 of the Sacramento County Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for monthly maintenance, and for unscheduled (extra) work approved by the City. Invoices for monthly maintenance and for unscheduled work shall be submitted on separate invoices.

The Contractor's monthly maintenance invoice shall include;

- Invoice Number
- Invoice Date
- Contract Number
- Location(s) of Service (listed w/ site specific plan number)
- Service Provided (monthly service with month/year to month/year)

The Contractor's unscheduled (extra) work invoice shall include;

- Invoice Number
- Invoice Date
- Contract Number
- Location of Service (site specific plan number)
- Service Provided (reference City of Rancho Cordova Work Authorization number)

Date Service was Provided
Billing shall be submitted to the following address:

City of Rancho Cordova
PW Operations & Maintenance Division
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: O&M Manager

D.14) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

D.15) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable on the "Landscape Maintenance Inspection Report" or by other written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in a formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specifications shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

D.16) INSPECTION

The Contractor may receive a landscape maintenance inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of landscape maintenance inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules

as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

D.17) WORK AUTHORIZATION

The Contractor will receive a work authorization number whenever work above and beyond that stipulated in the “Task Frequency Sheet” is necessary. No payment for extra materials or labor will be made unless previously stipulated by a “Landscape Maintenance Inspection Report” or a work authorization number has been provided. The “Landscape Maintenance Inspection Report” or the document provided with the work authorization number will define the nature of the problem and the work to be completed by the Contractor.

Contractor shall furnish an itemized invoice with all unscheduled (extra) work performed during the month. The Contractor’s invoice shall refer to the work authorization number (see Section: ‘Payment’).

D.18) WORK PLAN SUBMITTALS

The Contractor shall submit the following as required by these specifications for approval by City representative. The submittals shall be on a per-location basis. The submittals shall be delivered by the end of the first calendar month of the contract start date or where applicable one month prior to the scheduled task in accordance with these specifications. If the schedules are not provided and the task/work is completed, the work will be considered incomplete, and payment withheld will apply.

- Weekly service schedules for all locations
- Suggestions for improving problem areas
- Turf mowing schedules as required per season
- Fertilization schedules for all landscaped areas at frequency indicated in these specs.
- Motorola equipment annual tune up
- Turf Aeration
- Truck watering schedules as required per season (if part of this contract)

All schedule changes shall be submitted to the City representative for approval. These submittals shall not act or be considered 48-hour notification of any items as required in Section: “Monthly Maintenance Tasks.”

D.19) SITE INSPECTION/PLAN REVIEW

Bidders are required to become familiar with the scope of work required before submitting bids. Failure to visit the site(s) will not constitute a basis for claims for extra or additional work caused by bidder’s lack of knowledge of the condition of the site(s), or the scope of the work. All quantities listed in the bid package are approximate and are to be verified by the bidder. Bidders are responsible for familiarizing themselves with the areas.

D.18) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to this RFP (Appendix A), and to all other terms and conditions in this RFP.

D.19) INSURANCE

The insurance provisions attached (Appendix B) must be complied by you if awarded the contract. Proof of insurance must be provided to us prior to commencement of work under the contract.

D.20) INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

D.21) STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2016, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

D.22) STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2018 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 263-0822.

D.23) PRECEDENCE

In the event of a conflict between the Sacramento County Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Sacramento County Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

D.24) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

D.25) TERMINATION

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

APPENDIX E
LANDSCAPE MAINTENANCE DATA SHEET (ESTIMATES ONLY)

Data Sheet	Location	Irrigation	Turf (sq. ft.)	Planting/Fescue Area (sq. ft.)	Trees (each)
30 Douglas Road Medians I	Medians starting at Americanos Blvd to Grant Line Rd	Hunter PCB Flood Bubbler Tree bubbler: Hunter RZWS-18-CV Gate Valve: NIBCO T-113-K Backflow Preventor FEBCO 825Y 2" Master valve: Griswold 2000KE 1-1/2" Drip line: Hunter HDL-06-18-CV Controller: Rainbird with flow module	0	36,652	82
31 Douglas Road South Frontages I	South frontages starting 154 ft. east of Boarderlands to Grant Line Rd Includes Cypress Grove Entrace East Frontage Includes Oceanview Drive Entrance	Hunter PCB Flood Bubbler Tree bubbler: Hunter RZWS-18-CV Gate Valve: NIBCO T-113-K Backflow Preventor FEBCO 825Y 2" Master valve: Griswold 2000KE 1-1/2" Controller: Rainbird with flow module Drip line: Hunter HDL-06-18-CV		58,444	131
32 Douglas Rd South Frontages II	South frontages starting at Rancho Cordova Parkway to 1,250 ft. east	Hunter HQ-44LRC Hunter MP Rotors Hunter PCB Flood Bubblers Backflow Device 2" Rain bird XFS-CV-06-18 drip line		22,053	50
D Rancho Cordova Pkwy East Frontages I	East frontages starting at Cobble Brook Dr. to Douglas including north frontage on Cobble Brook Dr	2" meter with booster pump & backflow preventor 54 station Hunter ACC2 controller with seven A2M-600 modules.		26,224	64
	South Frontage on Cobble Brook Dr from Rancho Cordova Pkwy to Aura Way	Hunter PROS-12-PRS30-CV shrub rotators Rainbird XFS-CV-06-18 dripline			27
34 Chrysanthy Blvd Medians	Medians starting 680 ft. west of Adda Way to Rancho Cordova Pkwy	Rain Bird XFCV-06-18 Sub-surface Dripline Hunter ICZ-101-25 Hunter HQ-44LRC Quick Coupler		12,968	89
35 Chrysanthy South Frontages	South frontages starting 680 ft. west of Adda Way to Rancho Cordova Pkwy Includes Cambery Drive Frontages	Hunter MP Rotors Backflow Device Rain Bird XFCV-06-18 Sub-surface Dripline Hunter PCB Flood Bubblers	2,893	52,598	123
36 Tours Way Frontages	North frontage from Rancho Cordova Pkwy to 100 ft. west of Parmassus Dr South frontage between Tresias and Rancho Cordova Pkwy and from Orpheus Cir to 100 ft. west	Hunter PCB Flood Bubblers Hunter ICZ-101-25 Hunter HQ-44LRC Quick Coupler Backflow Device Rain Bird XFCV-06-18 Sub-surface Dripline		5,053	42

37 Privas Way North Frontages	North frontage starting from Montron Way to 100 ft. east of Roanne Way	Hunter RZWS Bubblers Rain bird XFS-06-18 sub-surface drip line Backflow Device Hunter HQ-44LRC	---	6,859	14
38 Adda Way West Frontages	West frontages starting from Chrysanthy Blvd to Montron Way	Hunter RZWS Bubblers Rain bird XFS-06-18 sub-surface drip line Backflow Device Hunter HQ-44LRC		6,421	14
39 Arjuna Way West Frontages	West frontages starting from Hetch Hetchy Dr to Borderlands Dr	Hunter MP Rotors Hunter ICZ-101-25 Backflow Device Hunter HQ-44LRC Hunter HDL-06-18-CV	---	11,538	30
40 Rancho Cordova Pkwy Medians	Medians starting at Borderlands Dr to Douglas Rd	Hunter MP Rotors Rain bird XFS-CV-06-18 Hunter ICV-G	---	3,742	18
41 Grantline 208 Basin A Trail	Landscape area around basin trail	Hunter RZWS-18 Hunter HDL 06-18-CV Drip line Hunter ICV-G-FS Hunter IC-3000-PED-SS Hunter HQ-5LRC	---	44,800	67
42 Rosilla Coast Frontage	North and south frontages starting at Hearts Castle Way to Mackerricher Way	Tree bubbler: Hunter RZWS-18-CV In-Line Drip Area: Hunter HDL-06-18-CV Hunter HQ-44LRC		7,376	22
43 Knightbrook Paseo	Paseo starting at Knightbrook Ave to Mackerricher Way	Tree bubbler: Hunter RZWS-18-CV In-Line Drip Area: Hunter HDL-06-18-CV Hunter HQ-44LRC 1" Backflow Device		11,167	8
44 Daylily Coast Lane Frontage	North and south frontages starting at Mackerricher Way to Red Blush Way	Tree bubbler: Hunter RZWS-18-CV In-Line Drip Area: Hunter HDL-06-18-CV Remote Control Valve: Hunter ICV-G Gate Valve: NIBCO T-113-K Controller: Rain Bird WR2-RFC Wireless Weather Sensor: Rain Bird WR2-RFC Backflow Preventor 1"		5,648	16

EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

- 2.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence

limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached, limiting the coverage.

2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

3. All Policies Requirements.

3.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements

for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

3.3 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.4 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

3.5 Waiver of Subrogation. Contractor hereby agrees to waive subrogation, which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

3.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE AMENDING THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO TITLE 16 (BUILDING AND CONSTRUCTION), CHAPTER 16.18 NUISANCE CODE.**

RECOMMENDATION

Introduce and waive the first reading of the Ordinance.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of the Ordinance would amend Title 16 Building and Construction, Chapter 16.18 Nuisance Code, Section 16.18.1703 Standards for Residential Property.

BACKGROUND

On December 2, 2019, a work session was conducted to receive an informational report out from the working group on areas of agreement related to the parking of RV's, boats and trailers in residential neighborhoods. Staff received input from council on various proposed clarified and enhanced standards. An additional work session was requested, which was held on February 3, 2020 at the 4:00 p.m. Special Meeting. These proposed amendments are based upon direction given by the Council at the December 2, 2019 work session. If minor edits are suggested at the February 3, 2020 work session, those may be addressed during the public hearing.

ANALYSIS

Attachment 3 includes all draft amendments to Title 16 Building and Construction. Draft amendments are shown with track changes with new draft language underlined. Only those chapters and/or sections with proposed changes are included in the attached documents as excerpts from the Rancho Cordova Municipal Code. Details of the changes are also provided below. The new language below addresses the agreed upon standards from the working group, as well as final direction from the City Council. As a note, Attachment 2 includes all the amendments in a non-track change format. This is provided as an exhibit to the Ordinance.

Title 16 Building and Construction, Chapter 16.18 Nuisance Code

Section 16.18.1703 Standards for residential property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned residential properties or buildings when such conditions are visible from public property:

Y. Boats, Recreational Vehicles, and Trailers stored on residential property shall adhere to the following standards:

1. No storage of camper shells or cab-overs within the public view unless stored on an operable and registered vehicle.
2. Recreational Vehicles and trailers shall be stored with canopies, awnings and sliders closed.
3. Shall be parked four (4) feet from the back of curb.

ENVIRONMENTAL ANALYSIS

CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the City or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes are merely to incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to Ordinance
3. Draft Amendments Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, TITLE 16 (BUILDING AND CONSTRUCTION), CHAPTER 16.18
NUISANCE CODE OF THE RANCHO CORDOVA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 16 (Building and Construction), Chapter 16.18 Nuisance Code were necessary to address on-going nuisance issues associated with recreational vehicles, boats and trailers parked within residential neighborhoods; and

WHEREAS, on February 3, 2020 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the City or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes are merely to incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant

effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments ("Amendment") are consistent with the General Plan. The amendments would incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods. The amendments would not have any conflicts with existing General Plan goals and policies.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendment is focused on reflecting best practices. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods.

D. The proposed amendments are internally consistent with other applicable provisions of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and are consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 16 Building and Construction

The City Council hereby adopts the amendments to Chapter 16.18 Nuisance Code of Title 16 of the Rancho Cordova Municipal Code (Land Development), as shown and incorporated in Exhibit A to this ordinance.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2020 by the following vote:

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Title 16 Building and Construction

Chapter 16.18 Nuisance Code

ATTACHMENT 2

Exhibit A to the Ordinance

Chapter 16.18

NUISANCE CODE

16.18.1703 Standards for residential property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned residential properties or buildings when such conditions are visible from public property:

Y. Boats, Recreational Vehicles, and Trailers stored on residential property shall adhere to the following standards:

1. No storage of camper shells or cab-overs within the public view unless stored on an operable and registered vehicle.
2. Recreational Vehicles and trailers shall be stored with canopies, awnings and sliders closed.
3. Shall be parked four (4) feet from the back of curb.

Rancho Cordova

Municipal Code Amendments

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Title 16 Building and Construction

Chapter 16.18 Nuisance Code

ATTACHMENT 3

Draft Amendments – Track Change

Chapter 16.18 NUISANCE CODE

16.18.1703 Standards for residential property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned residential properties or buildings when such conditions are visible from public property:

Y. Boats, Recreational Vehicles, and Trailers stored on residential property shall adhere to the following standards:

1. No storage of camper shells or cab-overs within the public view unless stored on an operable and registered vehicle.
2. Recreational Vehicles and trailers shall be stored with canopies, awnings and sliders closed.
3. Shall be parked four (4) feet from the back of curb.

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Russ Ducharme, Neighborhood Services Manager
SUBJECT: **AN ORDINANCE AMENDING SECTIONS OF TITLE 16 CHAPTER 16.20 OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO RENTAL HOUSING AND RESOLUTIONS ADOPTING CHANGES TO PROGRAM-RELATED FEES.**

RECOMMENDATION

Introduce and waive first reading of the ordinance and adopt resolutions changing program-related fees.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of this ordinance would amend Title 16 Building and Construction, Chapter 16.20 (Housing Code) of the Rancho Cordova Municipal Code, as summarized below. In addition, adoption of the resolutions would support cost recovery efforts in administering the RHIP.

BACKGROUND

The Rental Housing Inspection Program (RHIP) ensures safe and healthy rental housing conditions for its citizens living in rental properties, setting forth the property owner's responsibilities as it relates to fees, licensing, and inspections. The proposed Ordinance makes amendments to Title 16 Building and Construction, Chapter 16.20 Housing Code to increase property owner responsibilities in connection with the RHIP. Further, the related resolutions will help support recovery of costs related to the City's RHIP efforts.

ANALYSIS

The proposed Ordinance ([Attachment 1](#)) makes amendments to Title 16 Building and Construction, Chapter 16.20 Housing Code to increase property owner responsibilities in connection with the RHIP. All amendments in a non-track change format are included as Exhibit A to the Ordinance ([Attachment 2](#)). All draft changes to Title 16, shown in a track change format (see [Attachment 3](#)) with new draft changes underlined and language proposed for removal with strikeouts.

Requirement of the Landlord to Obtain Consent to Enter and Inspect Rental Property.

Currently, the Municipal Code does not require the property owner to obtain consent from the tenants for the City to conduct a rental housing inspection. The proposed Ordinance ([Attachment 1](#)) will require the landlord, or designee, to be responsible for ensuring all tenants have consented to the inspection and will be able to demonstrate sufficient documentation to that effect at the time of inspection. Clarifying that landlords are responsible for obtaining advanced consent from their tenants for scheduled inspections, will prevent them from evading necessary inspections. This clarification, in conjunction with the new rescheduling fee (discussed below) will help avoid “no show” inspections where considerable staff time was expended to attend and reschedule a missed inspection.

Repeal of inspection exemption on properties constructed within 5 years

The Municipal Code currently provides an exemption from periodic inspections to rental properties constructed within five years of the scheduled inspection date. Based on our experience, the relative health, life, safety, and overall habitability conditions of rental properties is most closely correlated with the responsibility of the landlords and tenants, not the structure itself. Removing this exemption (set forth in RCMC 16.20.1210) will ensure all landlords and tenants keep rental properties in good repair and proper conditions, regardless of year constructed.

Rental Housing Registration Fee for Every Rental Property and Decrease In Registration Fee

The City requires a general business license for every physical business located within the City, even if some of the business locations are part of the same business and/or ownership. However, the City currently requires only one rental business license from a rental property owner, without requiring a separate license for every one of their rental properties. The proposed Ordinance would clarify that a business license is required for each rental property, ensuring that rental property businesses are treated similarly to all other businesses in the City that are required to have a license for each separate, business location. In conjunction to this clarifying requirement, the City would correspondingly reduce the rental business license fee from \$81 to \$50. This fee change is reflected in the proposed Resolution ([Attachment 4](#)).

Increase in Rental Housing Code Compliance Fee

The City's current rental housing code compliance fee is set at ten dollars per rental unit. This fee has not been amended since 2007. The proposed Resolution ([Attachment 4](#)) would increase the rental housing code compliance fee to sixteen dollars to help provide cost recovery to the RHIP. The new fee would remain among the lowest in the region.

Establishment of a Rescheduling Fee.

Currently, there is no mechanism for recovery of costs incurred by Code Enforcement staff

when an officer is deployed to a property for a scheduled inspection, where the responsible party fails to attend. Conservatively, at least 30-60 minutes of officer time is used in attending inspections where the responsibility party does not show up. Additional time and resources are then expended by office staff rescheduling and re-noticing such inspections. The proposed Ordinance would create a fee to help alleviate the burden that is currently being borne by Neighborhood Services when a responsible party fails to properly cancel an inspection. It would also serve as a deterrent to help prevent cancelled or unattended inspections. The Ordinance would allow City staff to adjust this fee from time to time by resolution. The proposed Resolution (Attachment 4) would set this Rescheduling Fee at \$125.00, which is equivalent to just one half-hour of officer time.

ENVIRONMENTAL ANALYSIS

CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected at State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed Title 20 code amendments and corresponding resolutions are not a “project” within the meaning of CEQA because the actions seek to regulate rental housing that are already present in the City and would not cause the expansion of uses or activities. No possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA.

FISCAL IMPACT AND FUNDING SOURCE

The discussed amendments to the Municipal Code will provide more guidelines for rental property owners and help recover costs for the administration of the City’s Rental Housing Inspection Program.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to Ordinance
3. Draft Amendments in Track Change Format
4. Resolution

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING ARTICLES 11 AND 12 OF TITLE 16 CHAPTER 16.20 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING THE RENTAL HOUSING INSPECTION PROGRAM

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose.

WHEREAS, Title 16, Chapter 16.20 of the Rancho Cordova Municipal Code, entitled "Housing Code," sets forth policies and regulations to promote minimum standards for safe, healthy rental housing conditions within the City to enhance the quality of life for all residents; and

WHEREAS, substandard and unsafe residential rental dwellings within Rancho Cordova threaten the health, safety, and welfare of residents of such dwellings; and

WHEREAS, substandard and unsafe residential rental dwellings have a negative effect on the surrounding community because they are a blight and often are associated with or encourage unlawful activity; and

WHEREAS, Rancho Cordova code enforcement staff has observed, in performing their duties, that generally the most egregious violations of health, safety, and building codes occur in rental housing units; and

WHEREAS, the most efficient and effective method of detecting unhealthy, dangerous, substandard, and unsanitary housing conditions is to routinely inspect rental housing units in a fair manner while observing the occupants' right to privacy; and

WHEREAS, the California Health and Safety Code, Sections 17964, and 17970-17972 grant cities the authority to inspect rental housing dwellings; and

WHEREAS, City staff has identified the following necessary amendments to the Housing Code to ensure compliance and accountability with the rental housing inspection program to promote public health, safety, and welfare.

Section 2. CEQA Findings. The City Council hereby finds:

CEQA Compliance. CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) As reflected at State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, "[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment..." The proposed Title 20 code amendments and corresponding resolutions are not a "project" within the meaning of CEQA because the actions seek to regulate rental housing that are already present in the City and would not cause the expansion of uses or activities. No possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the

requirements of CEQA.

Section 3. Amendments to Articles 11 and 12 of Chapter 16.20 of the RCMC.

The City Council hereby adopts the amendments to Articles 11 and 12 of Chapter 16.20 of the Rancho Cordova Municipal Code, as shown and incorporated on Exhibit A to this Ordinance.

Section 4. Severability

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments to Chapter 16.20 (Housing Code)

Article XI. Rental Housing Enforcement Fees

Article XII. Rental Housing Inspection Program

ATTACHMENT 2
Exhibit A to the Ordinance

Article XI. Rental Housing Enforcement Fees

- 16.20.1100 Reinspection and rescheduling fees.
- 16.20.1105 Repealed.
- 16.20.1110 Building permit fee.
- 16.20.1115 Building permit surcharge.
- 16.20.1120 Hourly rate.
- 16.20.1125 Contract administration fee.
- 16.20.1130 Small claims collection fee.
- 16.20.1135 Appeal fee.
- 16.20.1140 Late fee.
- 16.20.1145 Notice fee.
- 16.20.1150 Repealed.

Article XI. Rental Housing Enforcement Fees*

- * The following sections constitute the categories of fees payable to the director by the owner of a building or residential rental unit subject to the rental housing inspection program within Article XII of this chapter. Such fees shall be set by resolution of the city council and may be adjusted periodically by the city manager to cover the cost of the services provided under this chapter.

16.20.1100 Reinspection and rescheduling fees.

A. Following issuance of a notice and order (pursuant to RCMC [16.20.400](#)) for a violation of the provisions of this chapter, upon the first reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has been successfully completed by the time of such reinspection, there shall be no fee levied against the owner(s). There shall be no reinspection fee charged for an inspection caused by any complaint if no violation is discovered.

B. Following issuance of a notice and order (pursuant to RCMC [16.20.400](#)) for a violation of the provisions of this chapter, upon the first reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has not been successfully completed by the time of such reinspection, there may be a fee levied against the owner(s) in the amount set by resolution of the city council.

ATTACHMENT 2

Exhibit A to the Ordinance

C. Upon all subsequent reinspections, fees shall be levied against dwelling unit owners for previously noticed violations which have not been corrected by the time of such subsequent reinspections. Such fees shall be set by resolution of the city council.

D. An owner or his/her designee may reschedule an inspection by giving notice to the Neighborhood Services Division Manager or his/her designee at least five calendar days prior to a scheduled inspection date. An inspection may only be rescheduled to a date within 21 calendar days of the previously scheduled inspection date. Rescheduling an inspection for any particular residential rental property inspection subject to the rental housing inspection program more than once within any twelve month period, or with less than five calendar days' notice, shall result in the imposition of a rescheduling fee. Such rescheduling fees shall be set by resolution of the city council.

16.20.1105 Notice and order fee.

Repealed by Ord. 19-2012.

16.20.1110 Building permit fee.

Where issuance of a building permit is required under the building code in order to complete work required by a notice and order which has been issued under this chapter, such permit shall be obtained from the director, and the fee therefor shall be paid to the director in the same amount as would be applicable under the fee schedule for building permits then in use by the public works department of the city.

16.20.1115 Building permit surcharge.

Where a building permit is required under the building code to complete work required by a notice and order issued under this chapter, there shall be imposed in addition to the building permit fee a building permit surcharge in the amount set by resolution of the city council.

16.20.1120 Hourly rate.

Where the director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the hourly rate to be set by resolution of the city council, rounded to the nearest hour for each city official involved. Such hourly rate may also be applied to fees under RCMC [16.20.1100](#), where there is more than one uncorrected violation found.

16.20.1125 Contract administration fee.

For all private contracts entered by the director for work authorized under this chapter, in addition to the contract price, there shall also be authorized as an additional cost of enforcement charged to the owner(s) 15 percent of the contract price as a contract administration fee.

ATTACHMENT 2

Exhibit A to the Ordinance

16.20.1130 Small claims collection fee.

For any amounts due and unpaid, and which are referred to the finance department for collection under this chapter, a fee set by resolution of the city council shall be levied to cover costs of small claims court filing and administration.

16.20.1135 Appeal fee.

The fee for all appeals taken under this chapter shall be set by resolution of the city council.

16.20.1140 Late fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of 25 percent per annum of the fee.

16.20.1145 Notice fee.

The owner may be charged for the city's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter.

16.20.1150 Closing fee.

Repealed by Ord. 19-2012.

ATTACHMENT 2
Exhibit A to the Ordinance

Article XII. Rental Housing Inspection Program

- 16.20.1200 Periodic inspections.
- 16.20.1205 Notification of inspections – Inspection procedure.
- 16.20.1210 Exemptions.
- 16.20.1215 Rental housing registration requirement.
- 16.20.1220 Rental housing education.

Article XII. Rental Housing Inspection Program

16.20.1200 Periodic inspections.

A. The director and his or her designees may periodically inspect residential rental property in the city. Entry for inspection shall be as the result of consent from the owner or occupant, or as the result of a warrant, pursuant to RCMC [16.20.1205](#). Notwithstanding the foregoing, it shall be the responsibility and liability of the owner or his/her designee to obtain the consent of the occupants to inspect the subject residential rental property or otherwise obtain legal access to the subject property or rental units pursuant to the terms of the applicable lease.

B. If, upon the periodic inspection of a residential rental property, violations of applicable laws or ordinances are determined to exist, the director shall enforce the violation pursuant to this chapter.

C. Tenants of residential rental property may request an inspection of their individual units in order to ensure that the property complies with applicable state law, the California Building Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings and the Rancho Cordova Municipal Code.

16.20.1205 Notification of inspections – Inspection procedure.

A. A letter of intent to inspect a residential rental property shall be mailed to the rental owner or his or her designee stating the date and time of inspection. Additionally, a notice will be posted on the property by the city. Such notification shall give a minimum of 14 days' notice and include a description of areas that will be inspected. The property may be inspected at an earlier date than noticed, upon the consent of the rental owner or his or her designee and contingent upon consent of any legal occupant or tenant.

B. Owners shall provide access to all required areas of the rental property for inspection within the time period specified in the notice of inspection. If the rental unit is legally occupied by a tenant or other occupant, the owner shall notify the tenant or occupant and request that the tenant or occupant allow entry into the unit by the city for the inspection. It shall be the responsibility of

ATTACHMENT 2

Exhibit A to the Ordinance

the owner to notify the individual tenants of the inspection and make every good-faith effort to facilitate access to the property to be inspected.

C. In the event the owner, his or her designee, or tenant or occupant in possession of the property to be inspected refuses access to the property, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not limited to securing an inspection warrant pursuant to California Code of Civil Procedure Sections [1822.50](#) through [1822.57](#). The inspector shall provide notice that a warrant has been issued to both the owner/operator and the tenant or occupant at least 24 hours before the warrant is executed, unless the judge finds that immediate execution is reasonably necessary under the circumstances shown.

D. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the residential rental dwelling unit is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to effect the entry and make an inspection.

E. Should an inspection need to be canceled or rescheduled, the rental owner or his or her designee shall be notified at least 24 hours prior to the scheduled inspection date. It shall be the responsibility of the rental owner to notify any tenants or occupants of a cancellation.

F. Formal Notice and Order. A formal report of the inspection results shall be mailed to the rental owner or his or her designee within 10 days of the completion of an inspection. The formal report shall include the results of the inspection. If violations are present, the director or his or her designee shall also mail and post a formal notice and order, pursuant to RCMC [16.20.400](#), indicating the violations, proper remedy for violations, the scheduled reinspection date and time, and any reinspection fees and costs that have been assessed.

G. Report of Inspection. Rental owners shall provide the formal report of the inspection results specified in subsection (F) of this section to tenants or occupants upon the request of tenants or occupants.

H. New Violations. Violations that were not noted on the initial inspection report but are discovered during the reinspection due to subsequent damage or deterioration shall be subject to correction.

16.20.1210 Exemptions.

Repealed.

16.20.1215 Rental housing registration requirement.

ATTACHMENT 2

Exhibit A to the Ordinance

A. Property Required to Register. Every residential rental property located within the city shall be registered. Rental owners shall obtain registration forms from the neighborhood services office.

B. Registration Information Required. The following information shall be included in every registration:

1. Name and contact information of at least one property title owner;
2. Name and contact information of property manager, if different from owner;
3. Property address or addresses;
4. Type of dwelling (i.e., single-family, duplex, apartment community);
5. Number of residential rental units at each address listed;
6. Number of buildings at each address listed;
7. Name, address and phone number to contact in case of emergency or for purposes of some necessary action by the city. The name or businesses identified as an emergency contact shall have the authority to act as the owner in cases of emergency or for purposes of allowing the director to inspect the residential rental property and/or units within the property; and
8. A valid, unexpired and unrevoked Rancho Cordova general business license number for each residential rental property subject to the rental housing registration requirements as required herein by subsection A of RCMC 16.20.1215.

C. Notification of any change to the information required by the registration form, such as a transfer of ownership or change in emergency contact information, shall be required and submitted to the city in writing within 60 calendar days of such change.

D. Use of Registration Information. All information contained on the registration form shall only be used by the city for issues related to the condition and inspection of the rental property. The information shall not be used for public dissemination.

16.20.1220 Rental housing education.

A. For rental housing properties with severe and/or repeat violations, as determined by the director, the city shall require the residential rental owners and/or their property managers to attend a rental housing management education program.

B. The education program shall include, but is not limited to, the following:

ATTACHMENT 2

Exhibit A to the Ordinance

1. The rights and responsibilities of residential rental owners, property managers, agents of owners and tenants;
2. Proper procedures for conducting interior and exterior rental property inspections;
3. Rental property maintenance laws and regulations; and
4. The city's code enforcement process.

C. The rental housing management education program will be administered by the city or another qualified agency as determined by the city. Rental housing owners will be responsible for any fees associated with attending such classes.

D. Failure to attend a required education program will result in a violation of this chapter and be subject to RCMC [16.20.220](#).

Rancho Cordova

Municipal Code Amendments to Chapter 16.20 (Housing Code)

Article XI. Rental Housing Enforcement Fees

Article XII. Rental Housing Inspection Program

ATTACHMENT 3
Exhibit A to the Ordinance

Article XI. Rental Housing Enforcement Fees

- 16.20.1100 Reinspection and rescheduling fees.
- 16.20.1105 Repealed.
- 16.20.1110 Building permit fee.
- 16.20.1115 Building permit surcharge.
- 16.20.1120 Hourly rate.
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- 16.20.1140 Late fee.
- 16.20.1145 Notice fee.
- 16.20.1150 Repealed.

Article XI. Rental Housing Enforcement Fees*

- * The following sections constitute the categories of fees payable to the director by the owner of a building or residential rental unit subject to the rental housing inspection program within Article XII of this chapter. Such fees shall be set by resolution of the city council and may be adjusted periodically by the city manager to cover the cost of the services provided under this chapter.

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ATTACHMENT 3

Exhibit A to the Ordinance

C. Upon all subsequent reinspections, fees shall be levied against dwelling unit owners for previously noticed violations which have not been corrected by the time of such subsequent reinspections. Such fees shall be set by resolution of the city council.

D. An owner or his/her designee may reschedule an inspection by giving notice to the Neighborhood Services Division Manager or his/her designee at least five calendar days prior to a scheduled inspection date. An inspection may only be rescheduled to a date within 21 calendar days of the previously scheduled inspection date. Rescheduling an inspection for any particular residential rental property inspection subject to the rental housing inspection program more than once within any twelve month period, or with less than five calendar days' notice, shall result in the imposition of a rescheduling fee. Such rescheduling fees shall be set by resolution of the city council.

16.20.1105 Notice and order fee.

Repealed by Ord. 19-2012.

16.20.1110 Building permit fee.

Where issuance of a building permit is required under the building code in order to complete work required by a notice and order which has been issued under this chapter, such permit shall be obtained from the director, and the fee therefor shall be paid to the director in the same amount as would be applicable under the fee schedule for building permits then in use by the public works department of the city.

16.20.1115 Building permit surcharge.

Where a building permit is required under the building code to complete work required by a notice and order issued under this chapter, there shall be imposed in addition to the building permit fee a building permit surcharge in the amount set by resolution of the city council.

16.20.1120 Hourly rate.

Where the director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the hourly rate to be set by resolution of the city council, rounded to the nearest hour for each city official involved. Such hourly rate may also be applied to fees under RCMC [16.20.1100](#), where there is more than one uncorrected violation found.

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For all private contracts entered by the director for work authorized under this chapter, in addition to the contract price, there shall also be authorized as an additional cost of enforcement charged to the owner(s) 15 percent of the contract price as a contract administration fee.

ATTACHMENT 3
Exhibit A to the Ordinance

16.20.1130 Small claims collection fee.

For any amounts due and unpaid, and which are referred to the finance department for collection under this chapter, a fee set by resolution of the city council shall be levied to cover costs of small claims court filing and administration.

16.20.1135 Appeal fee.

The fee for all appeals taken under this chapter shall be set by resolution of the city council.

16.20.1140 Late fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of 25 percent per annum of the fee.

16.20.1145 Notice fee.

The owner may be charged for the city's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter.

16.20.1150 Closing fee.

Repealed by Ord. 19-2012.

Article XII. Rental Housing Inspection Program

- 16.20.1200 Periodic inspections.
- 16.20.1205 Notification of inspections – Inspection procedure.
- 16.20.1210 Exemptions.
- 16.20.1215 Rental housing registration requirement.
- 16.20.1220 Rental housing education.

Article XII. Rental Housing Inspection Program

16.20.1200 Periodic inspections.

A. The director and his or her designees may periodically inspect residential rental property in the city. Entry for inspection shall be as the result of consent from the owner or occupant, or as the result of a warrant, pursuant to RCMC [16.20.1205](#). Notwithstanding the foregoing, it shall be the responsibility and liability of the owner or his/her designee to obtain the consent of the occupants to inspect the subject residential rental property or otherwise obtain legal access to the subject property or rental units pursuant to the terms of the applicable lease.

B. If, upon the periodic inspection of a residential rental property, violations of applicable laws or ordinances are determined to exist, the director shall enforce the violation pursuant to this chapter.

C. Tenants of residential rental property may request an inspection of their individual units in order to ensure that the property complies with applicable state law, the California Building Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings and the Rancho Cordova Municipal Code.

16.20.1205 Notification of inspections – Inspection procedure.

A. A letter of intent to inspect a residential rental property shall be mailed to the rental owner or his or her designee stating the date and time of inspection. Additionally, a notice will be posted on the property by the city. Such notification shall give a minimum of 14 days' notice and include a description of areas that will be inspected. The property may be inspected at an earlier date than noticed, upon the consent of the rental owner or his or her designee and contingent upon consent of any legal occupant or tenant.

B. Owners shall provide access to all required areas of the rental property for inspection within the time period specified in the notice of inspection. If the rental unit is legally occupied by a tenant or other occupant, the owner shall notify the tenant or occupant and request that the tenant or occupant allow entry into the unit by the city for the inspection. It shall be the responsibility of

ATTACHMENT 3

Exhibit A to the Ordinance

the owner to notify the individual tenants of the inspection and make every good-faith effort to facilitate access to the property to be inspected.

C. In the event the owner, his or her designee, or tenant or occupant in possession of the property to be inspected refuses access to the property, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not limited to securing an inspection warrant pursuant to California Code of Civil Procedure Sections [1822.50](#) through [1822.57](#). The inspector shall provide notice that a warrant has been issued to both the owner/operator and the tenant or occupant at least 24 hours before the warrant is executed, unless the judge finds that immediate execution is reasonably necessary under the circumstances shown.

D. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the residential rental dwelling unit is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to effect the entry and make an inspection.

E. Should an inspection need to be canceled or rescheduled, the rental owner or his or her designee shall be notified at least 24 hours prior to the scheduled inspection date. It shall be the responsibility of the rental owner to notify any tenants or occupants of a cancellation.

F. Formal Notice and Order. A formal report of the inspection results shall be mailed to the rental owner or his or her designee within 10 days of the completion of an inspection. The formal report shall include the results of the inspection. If violations are present, the director or his or her designee shall also mail and post a formal notice and order, pursuant to RCMC [16.20.400](#), indicating the violations, proper remedy for violations, the scheduled reinspection date and time, and any reinspection fees and costs that have been assessed.

G. Report of Inspection. Rental owners shall provide the formal report of the inspection results specified in subsection (F) of this section to tenants or occupants upon the request of tenants or occupants.

H. New Violations. Violations that were not noted on the initial inspection report but are discovered during the reinspection due to subsequent damage or deterioration shall be subject to correction.

16.20.1210 Exemptions.

~~*Repealed. A. Newly Constructed Buildings. Newly constructed buildings shall be exempt from this chapter for a period of five years. The exemption period shall begin to run on the date the building department issues a certificate of occupancy.*~~

16.20.1215 Rental housing registration requirement.

ATTACHMENT 3

Exhibit A to the Ordinance

A. Property Required to Register. Every residential rental property located within the city shall be registered. Rental owners shall obtain registration forms from the neighborhood services office.

B. Registration Information Required. The following information shall be included in every registration:

1. Name and contact information of at least one property title owner;
2. Name and contact information of property manager, if different from owner;
3. Property address or addresses;
4. Type of dwelling (i.e., single-family, duplex, apartment community);
5. Number of residential rental units at each address listed;
6. Number of buildings at each address listed; ~~and~~
7. Name, address and phone number to contact in case of emergency or for purposes of some necessary action by the city. The name or businesses identified as an emergency contact shall have the authority to act as the owner in cases of emergency or for purposes of allowing the director to inspect the residential rental property and/or units within the property; and

8. A valid, unexpired and unrevoked Rancho Cordova general business license number for each residential rental property subject to the rental housing registration requirements as required herein by subsection A of RCMC 16.20.1215. -

C. Notification of any change to the information required by the registration form, such as a transfer of ownership or change in emergency contact information, shall be required and submitted to the city in writing within 60 calendar days of such change.

D. Use of Registration Information. All information contained on the registration form shall only be used by the city for issues related to the condition and inspection of the rental property. The information shall not be used for public dissemination.

16.20.1220 Rental housing education.

A. For rental housing properties with severe and/or repeat violations, as determined by the director, the city shall require the residential rental owners and/or their property managers to attend a rental housing management education program.

B. The education program shall include, but is not limited to, the following:

ATTACHMENT 3

Exhibit A to the Ordinance

1. The rights and responsibilities of residential rental owners, property managers, agents of owners and tenants;
2. Proper procedures for conducting interior and exterior rental property inspections;
3. Rental property maintenance laws and regulations; and
4. The city's code enforcement process.

C. The rental housing management education program will be administered by the city or another qualified agency as determined by the city. Rental housing owners will be responsible for any fees associated with attending such classes.

D. Failure to attend a required education program will result in a violation of this chapter and be subject to RCMC [16.20.220](#).

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING SOME OF THE FEES FOR SERVICES PROVIDED
FOR THE RENTAL HOUSING ENFORCEMENT PROGRAM**

WHEREAS, the City of Rancho Cordova ("City") incurs significant, rising costs associated with the enforcement of its rental housing program pursuant to Chapter 16.20 of the Rancho Cordova Municipal Code; and

WHEREAS, the City previously established fees for the processing and administration for the rental housing enforcement program in Resolutions 48-2010 and 111-2012; and

WHEREAS, the City recently re-evaluated the costs of processing and administering the rental housing enforcement program and determined that changes to certain fees were necessary to maintain cost recovery of the program; and

WHEREAS, the City Council desires to recover up to the full cost of processing business licenses from those persons required to obtain such licenses, so that general fund revenues are not diverted from other municipal services in order to subsidize these services; and

WHEREAS, Section 4.020.060 of the Rancho Cordova Municipal Code provides that the City Council of the City of Rancho Cordova may prescribe fees for the issuance and renewal of fees for licenses by resolution; and

WHEREAS, Section 16.20.221 of the Rancho Cordova Municipal Code grants the City authority to set fees related to Chapter 16.20 of the Rancho Cordova Municipal Code; and

WHEREAS, in adopting the fees for the rental housing enforcement program set forth in this Resolution, the City Council of the City of Rancho Cordova is exercising its power under Article XI, Section 7 of the California Constitution, Section 37101 of the California Government Code, and other applicable law; and

WHEREAS, notice of public hearing at which this Resolution was adopted was given by publication ten (10) days in advance in accordance with Section 6062a of the Government Code; and

WHEREAS, the City Council conducted a public hearing prior to adopting this Resolution revising the fees related to the administration of the rental housing program and considered written and oral communications received during the public hearing; and

WHEREAS, the schedule of fees and the total amounts thereof are hereby determined to be reasonable in that the amounts thereof do not exceed the estimated reasonable costs of processing and administering business licenses; and

ATTACHMENT 4

WHEREAS, the City Council of the City of Rancho Cordova desires to establish the fees herein contemplated that the City of Rancho Cordova charges for processing and administering the Rental Housing Enforcement Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA:

1. The new Rental Housing Registration fee is \$50 per rental property which hereby supersedes and repeals the Residential Rental License Fee of \$81 established by Resolution 48-2010.
2. The rental housing code compliance fee pursuant to RCMC 16.20.900 is \$16. which hereby supersedes and repeals any previously authorized rental housing code compliance fees.
3. A \$125 rescheduling fee is established for the recovery of costs when an officer is deployed to a property for a scheduled inspection and the responsible party fails to attend. This fee shall only be operative upon the effective date of the concurrently submitted ordinance creating this fee under RCMC 16.20.1100D.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



DATE: February 3, 2020
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **UPDATE ON POTENTIAL CITY SMOKING REGULATIONS - INDOOR
MULTI-FAMILY SMOKING, SMOKING DISTANCE FROM BUILDINGS.**

RECOMMENDATION

Receive information and provide direction.

RESULT OF RECOMMENDED ACTION

Staff will draft proposed revisions based upon Council direction.

BACKGROUND

At the November 4, 2019 City Council Meeting, the City Attorney presented several informational topics for Council discussion and direction regarding amending the City's smoking regulations. Council requested the City Attorney's Office report back on its findings and present additional options for Council's consideration.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

None