# CONCURRENT MEETING
# CITY COUNCIL/CRA/RCFC

## Tuesday, February 16, 2010

## 5:30 p.m. – Regular Meeting

## AGENDA

CITY OF RANCHO CORDOVA
CALIFORNIA
*Incorporated 2003*

Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

# 2010

**NOTE:** PROPOSED REGULAR CITY COUNCIL MEETING DATES ARE SCHEDULED ON THE 1ST AND 3RD MONDAY'S OF EACH MONTH, UNLESS WHEN FALLING ON A HOLIDAY, THE MEETING WILL BE SCHEDULED ON THE FOLLOWING TUESDAY (THESE DATES ARE SHADED PICK AND ARE SUBJECT TO CHANGE). REFER TO HOLIDAY SCHEDULES BELOW.

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **JANUARY** | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |
| **MAY** | | | | | | |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |
| **SEPTEMBER** | | | | | | |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **FEBRUARY** | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |
| **JUNE** | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |
| **OCTOBER** | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **MARCH** | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| **JULY** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| **NOVEMBER** | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **APRIL** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |
| **AUGUST** | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| **DECEMBER** | | | | | | |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**2010 PROPOSED HOLIDAY SCHEDULE – CITY HALL CLOSED (SHOWN IN BLUE)**

| | | |
|---|---|---|
| NEW YEAR'S DAY (FRI, JAN 1) | INDEPENDENCE DAY (SUN, JUL 4) | DAY AFTER THANKSGIVING (FRI, NOV 26) |
| MARTIN LUTHER KING JR. DAY (MON, JAN 18) | LABOR DAY (MON, SEP 6) | CHRISTMAS EVE (FRI, DEC 24) |
| PRESIDENT'S DAY (MON, FEB 15) | VETERAN'S DAY (THUR, NOV 11) | CHRISTMAS DAY (SAT, DEC 25) |
| MEMORIAL DAY (MON, MAY 31) | THANKSGIVING DAY (THUR, NOV 25) | |

# 2011

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **JANUARY** | | | | | | |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |
| **MAY** | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| **SEPTEMBER** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **FEBRUARY** | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |
| **JUNE** | | | | | | |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |
| **OCTOBER** | | | | | | |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **MARCH** | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |
| **JULY** | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |
| **NOVEMBER** | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **APRIL** | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| **AUGUST** | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| **DECEMBER** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**2011 PROPOSED HOLIDAY SCHEDULE (SHOWN IN GREEN)**

| | | |
|---|---|---|
| NEW YEAR'S DAY (SAT, JAN 1) | INDEPENDENCE DAY (MON, JUL 4) | DAY AFTER THANKSGIVING (FRI, NOV 25) |
| MARTIN LUTHER KING JR. DAY (MON, JAN 17) | LABOR DAY (MON, SEP 5) | CHRISTMAS EVE (SAT, DEC 24) |
| PRESIDENT'S DAY (MON, FEB 21) | VETERAN'S DAY (FRI, NOV 11) | CHRISTMAS DAY (SUN, DEC 25) |
| MEMORIAL DAY (MON, MAY 30) | THANKSGIVING DAY (THUR, NOV 24) | |

# 2012

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **JANUARY** | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| **MAY** | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |
| **SEPTEMBER** | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **FEBRUARY** | | | | | | |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | | | |
| **JUNE** | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| **OCTOBER** | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **MARCH** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| **JULY** | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| **NOVEMBER** | | | | | | |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| **APRIL** | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |
| **AUGUST** | | | | | | |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |
| **DECEMBER** | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**2012 PROPOSED HOLIDAY SCHEDULE (SHOWN IN PURPLE)**

| | | |
|---|---|---|
| NEW YEAR'S DAY (SUN, JAN 1) | INDEPENDENCE DAY (WED, JUL 4) | DAY AFTER THANKSGIVING (FRI, NOV 23) |
| MARTIN LUTHER KING JR. DAY (MON, JAN 16) | LABOR DAY (MON, SEP 3) | CHRISTMAS EVE (MON, DEC 24) |
| PRESIDENT'S DAY (MON, FEB 20) | VETERAN'S DAY (SUN, NOV 11) | CHRISTMAS DAY (TUE, DEC 25) |
| MEMORIAL DAY (MON, MAY 28) | THANKSGIVING DAY (THUR, NOV 22) | |

**CONCURRENT MEETING**
**CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/**
**RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

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

**Tuesday, February 16, 2010**

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

# AGENDA

## 1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Council Members Sander, Budge, Skoglund, McGarvey, and Mayor Cooley

## 2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

## 3. PLEDGE OF ALLEGIANCE

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

## 4. INVOCATION

Associate Pastor Jeff Davies, Cordova Neighborhood Church, will give the invocation.

## 5. PRESENTATIONS

5.1 Presentation of Proclamation to Cordova High School Interact Club Vice President Vanessa Martinez, and Presentation by Interact Club Advisors Perry Mansch and Sue Gamanche; Rotary Member John Barris; Interact Club Vice President Vanessa Martinez; and Interact Club Members Ally Rutz and Jerry Xoing on 2009 Updates.

5.2 Presentation by Folsom Lake College Assistant Professor of Art Heike Schmid regarding Student Art Show at City Hall.

5.3 Recognition of Employees and Staff who have chosen to work for the citizens of the Rancho Cordova Community for five years.

## 6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a (blue) 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.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item 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.

## 7. COUNCIL REPORTS

## 8. CONSENT CALENDAR ITEMS

8.1 **Subject:** Special and Regular Meeting Minutes of February 1, 2010
**Recommendation:** Adopt Minutes.

8.2 **Subject:** Quarterly Treasurer's Report
**Recommendation**: Receive and file report.
**Result of Recommended Action:** This report provides Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.
**Staff Report:** Donna Silva, Finance Department
**Advances Goal:** 10

8.3 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Agreement with Double B Demolition, Inc. in the Amount of $134,246
**Recommendation**: Adopt Resolution No. 5-2010.
**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager to execute a contract agreement with Double B Demolition, Inc. for the demolition of the Stagger Inn and five contiguous properties.
**Staff Report:** Reed Flory, Housing Administrator
**Advances Goals:** 1, 5, 6, 7, 8, 9, and 13
**GROWING STRONG NEIGHBORHOODS**

8.4 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Amendment with Interwest Consulting Group in the Amount of $105,000
**Recommendation**: Adopt Resolution No. 7-2010.
**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager to execute a contract amendment with Interwest Consulting Group to continue providing internal GIS Service to the Public Works Department. The amendment will increase the contract from $175,000 to $280,000 and extend the term of service to expire on January 31, 2011.
**Staff Report:** Cyrus Abhar, Public Works Department
**Advances Goal:** 4

8.5 **Subject:** Adoption of Annual Investment Policy
**Recommendation**: Adopt Resolution No. 8-2010.
**Result of Recommended Action:** Adoption of this resolution will guide the City's investment of excess funds through December 31, 2010, and will result in compliance with state and city law.
**Staff Report:** Donna Silva, Finance Department
**Advances Goal:** 11

8.6 **Subject:** Resolution Authorizing the Mayor to Execute a Contract Amendment with Meyers Nave
**Recommendation**: Adopt Resolution No. 10-2010.
**Result of Recommended Action:** Adoption of this resolution will allow the Mayor to execute a contract amendment with Meyers Nave to continue to provide city attorney services.
**Staff Report:** Ted Gaebler, City Manager's Office
**Advances Goals:** 3 and 11

## 9. CONSENT PUBLIC HEARING ITEMS

NONE

## 10. PUBLIC HEARING ITEMS

10.1 **Subject:** Resolution Authorizing the Executive Director to Execute a Disposition and Development Agreement with Los Rios Community College District and Making Determinations Pursuant to Environmental Review Under California Environmental Quality Act (CEQA)
**Recommendation**: Adopt Resolution No. CRA 3-2010.
**Result of Recommended Action:** Adoption of this resolution will allow the Executive Director to execute the Development and Disposition Agreement with Los Rios Community College District to purchase real property from the Community Redevelopment Agency (CRA) to construct an 80,000 square foot Community College Center.
**Staff Report:** Micah Runner, Community Redevelopment Agency
**Advances Goals:** 1 and 9
**GROWING STRONG NEIGHBORHOODS**
**COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY**

10.2 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Agreement with Redflex Traffic Systems, Inc.
**Recommendation**: Adopt Resolution No. 9-2010.
**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager to execute a contract agreement with Redflex Traffic Systems, Inc. for a Red Light Photo Enforcement Program that will enhance a safer community and promote responsible citizenship within the City of Rancho Cordova.
**Staff Report:** Marc Fontes, Rancho Cordova Police Department, and Joe Chinn, City Manager's Office
**Advances Goals:** 6 and 10
**GROWING STRONG NEIGHBORHOODS**

## 11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Discussion of Land East of Sunrise Boulevard and Along Folsom Boulevard Regarding General Plan Amendment (GPA) and Rezone of Annexation Area
**Recommendation**: That Council consider staff's presentation and provide general direction to guide GPA and Rezone efforts.
**Result of Recommended Action:** The City has recently completed all approvals for the annexation of land generally east of Sunrise Boulevard and along Folsom Boulevard between Sunrise and Hazel (City Sphere of Influence). Council direction will authorize and provide guidance to staff to amend the General Plan and Zoning regulations that apply to these lands that will become part of the City on July 1, 2010.
**Staff Report:** Paul Junker, Planning Department
**Advances Goals:** 9, 11, and 12

## 12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

## 13. CITY MANAGER'S REPORT

Department Updates: City Clerk's Department and City Attorney's Office.

## 14. ADJOURNMENT

Mayor Cooley will adjourn the regular meeting in the David B. Roberts Council Chambers to closed session in the Community Board Room.

## 15. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Council Members Sander, Budge, Skoglund, McGarvey, and Mayor Cooley

## 16. PUBLIC COMMENT

Citizens wishing to address the Council regarding the item on the agenda may do so at this time. Please state your name and community of residence and keep your comments to three minutes or less.

## 17. CLOSED SESSION ITEM

**Council may adjourn to Closed Session to discuss the following item(s):**

Conference with Legal Counsel – Anticipated Litigation Government Code 54956.9(b) (one potential case).

## 18. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

## 19. ADJOURNMENT

## ADDITIONAL INFORMATION

**UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. 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 prior to the Regular City Council Meeting.

| **CITYWIDE GOALS** - (Adopted March 20, 2006) | |
|---|---|
| 3. | Champion Employee Development & High Performance Work Environment |
| 7. | Improve the Quality of Housing In Rancho Cordova |
| 1. | Foster a Positive Image of Rancho Cordova |
| 6. | Ensure a Safe Community |
| 13. | Continue To Provide Regional Leadership |
| 5. | Establish a Vibrant Downtown |
| 9. | Drive Diverse Economic Opportunities |
| 12. | Establish Logical (City) Boundaries |
| 8. | Sustain a Livable Community |
| 10. | Foster Responsible Citizenship |
| 4. | Ensure the Availability of the Best Public Services in the Region |
| 11. | Practice Sound Fiscal Management |
| 2. | Improve Transportation & Connectivity |

| ***UPCOMING MEETINGS*** | |
|---|---|
| *Tuesday, February 23, 2010* | *5:30 p.m. Work Session on Discussion of User Fee Updates* |
| *Thursday, February 25, 2010* | *10:00 a.m. – 2:00 p.m. 4th Annual Financial Issues Workshop and Corporation Report* |
| *Monday, March 1, 2010* | *4:00 p.m. Study Session on Sunridge 530 Project*<br>*5:30 p.m. Regular Meeting* |
| ***Monday, March 15, 2010*** | ***REGULAR COUNCIL MEETING CANCELLED*** |
| *Tuesday, March 23, 2010* | *5:30 p.m. Work Session on Follow Up Discussion from 4th Annual Financial Issues Workshop and Corporate Report -* ***TENTATIVE*** |
| ***Friday, April 2, 2010*** | ***FURLOUGH DAY – CITY HALL CLOSED*** |
| *Monday, April 5, 2010* | *5:30 p.m. Regular Meeting* |
| *Tuesday, April 13, 2010* | *5:30 p.m. Work Session on Suncreek Specific Plan Discussion* |
| *Monday, April 19, 2010* | ***REGULAR COUNCIL MEETING CANCELLED*** |

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

| **DEPARTMENTAL GENERAL TELEPHONE NUMBERS** | |
|---|---|
| Building Department | (916) 851-8760 |
| City Attorney's Office | (916) 556-1531 |
| City Clerk's Department | (916) 851-8720 |
| City Manager's Office | (916) 851-8800 |
| Communications Department | (916) 851-8791 |
| Economic Development Department | (916) 851-8780 |
| Finance Department | (916) 851-8730 |
| Human Resources Department | (916) 851-8740 |
| IT Department | (916) 851-8700 |
| Neighborhood Services – Animal Services | (916) 851-8770 |
| Parks & Recreation (Cordova Recreation & Parks District) | (916) 362-9602 |
| Planning Department | (916) 851-8750 |
| Public Works Department | (916) 851-8710 |
| Rancho Cordova Police Department | (916) 875-9673 |
| Redevelopment Department | (916) 851-8780 |
| Sac Metro Fire District | (916) 566-4000 |

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via Granicus Video Streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 16, 2010 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on February 11, 2010 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 web site at www.cityofranchocordova.org.

Signed this 11th day of February 2010 at Rancho Cordova, California.

Mindy Cuppy

Mindy Cuppy, City Clerk

**CONCURRENT MEETING**
**CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/**
**RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

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

**Monday, February 1, 2010**

**4:00 P.M. – Closed Session**
**Coloma Room**

**5:00 P.M. – Closed Session**
**Community Board Room**

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

# MINUTES

## A. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Mayor Cooley called the closed session to order in the Coloma Room at 4:15 p.m.

Council Members Present: Skoglund, Budge, Sander, McGarvey, and Mayor Cooley

Staff Present: Gaebler and Lindgren

## B. PUBLIC COMMENT

NONE

## C. CLOSED SESSION ITEM

**Council met in Closed Session in the Coloma Room to discuss the following item:**

Conference with Legal Counsel – Public Performance Evaluation (City Attorney Review) Pursuant to Government Code 54957.

## D. ADJOURNMENT OF CLOSED SESSION

Mayor Cooley adjourned the closed session in the Coloma Room at 5:15 p.m.

## E. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Mayor Cooley did not call the closed session to order in the Coloma Room.

Council Members Present: NONE

Staff Present: NONE

## F. PUBLIC COMMENT

NONE

## G. CLOSED SESSION ITEM

**Council did not meet in Closed Session in the Community Board Room to discuss the following item, rather continued this item to the end of the regular meeting:**

Conference with Legal Counsel – Anticipated Litigation Government Code 54956.9(b) (one potential case).

**ACTION:** By consensus, the full Council continued the above closed session item to end of this regular meeting on February 1, 2010.

## H. ADJOURNMENT OF CLOSED SESSION

NONE

## 1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Cooley called the regular meeting to order in the David B. Roberts Council Chambers at 5:40 p.m.

Council Members Present: Skoglund, Budge, Sander, McGarvey, and Mayor Cooley

Staff Present: Gaebler, Lindgren, Cuppy, Lehr, Junker, Abhar, Blair, Holt, Runner, Haven, Miller, Chinn, Snyder, Thomas, Chinn, and Silva

**AT THIS POINT:** Mayor Cooley left the dais and Council Chambers at 5:41 p.m.; Vice Mayor McGarvey presided over the meeting.

## 2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk announced the meetings video recording and playback schedules.

## 3. PLEDGE OF ALLEGIANCE

The Vice Mayor called on Robert Sander to lead the Pledge.

## 4. INVOCATION

Chaplain Richard Atkinson, Law Enforcement Chaplaincy, gave the invocation.

## 5. OPEN SESSION – REPORT FROM CLOSED SESSIONS

City Manager Ted Gaebler reported on closed session held in the Coloma Room that the Council is pleased with the performance of City Attorney Adam Lindgren, and will continue city attorney services.

## 6. PRESENTATIONS

6.1 Council Member Linda Budge presented on contributions made by Peter A. McCuen to the Rancho Cordova Community.

**AT THIS POINT:** Mayor Cooley returned to the Council Chambers and dais at 5:46 p.m.

6.2 President Craig Osborn presented on newly formed Rancho Cordova Historical Society.

6.3 Acting Executive Director Robert Sanger of Folsom Cordova Community Partnership presented on 2009 Year-End Review, including a report from the Youth Advisory Council on the REACH Initiative, AmeriCorps Pledge, and Swearing-in of Eleven Members by Mayor Cooley.

6.4 Council Member Sander presented a proclamation to community volunteer Nancy Bui in support of Earned Income Tax Credit Awareness Day on January 29, 2010.

6.5 Mayor Cooley presented a proclamation to Melody Mayer and Shelly Blanchard in support of Community Weight Loss Challenge "20 Tons in 2010."

## 7. PUBLIC COMMENT

The following individuals addressed the Council:

- Christopher Robbins from California Family Fitness in support of the Weight Loss Challenge "20 Tons in 2010."

## 8. COUNCIL REPORTS

Council Members reported on events since the last meeting.

## 9. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

**ACTION:** Motion by Sander second by Skoglund and carried by a 5:0 roll call vote Council approved the Consent Calendar with exception to Agenda Item 9.4 that was pulled for separate discussion.

9.1 **Subject:** Regular Meeting Minutes of January 19, 2010.
**Recommendation:** Adopt Minutes.

9.2 **Subject:** Ordinance Amending Section 4.22.155(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom May Operate or Maintain Within the City from Nine to Ten
**Recommendation**: Waive second reading and adopt Ordinance No. 1-2010. **(Roll Call Vote)**
**Result of Recommended Action:** Adoption of this Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from nine (9) card tables to a maximum of ten (10) card tables. If table demands meet the operators projections, the card table increase will generate approximately three thousand dollars ($3,000) in additional revenue for the City annually.
**Staff Report:** Ted Gaebler, City Manager's Office and Adam U. Lindgren, City Attorney's Office

9.3 **Subject:** Resolution Authorizing the City Manager to Execute a Contract with DesCor Builders for Construction Management Services for the Proposed Police Station Located at 2897 Kilgore Road and 2880 Gold Tailings Drive in an Amount Not to Exceed $260,000
**Recommendation**: Adopt Resolution No. 4-2010.
**Result of Recommended Action:** Adoption of this resolution will allow the City to contract with DesCor Builders for construction management services related to the construction of a police station located at 2897 Kilgore Drive and 2880 Gold Tailings Court.
**Staff Report:** Cyrus Abhar, Public Works Department and Tom Trimberger, Special Projects

**The following item was pulled for separate discussion:**

9.4 **Subject:** Resolution Authorizing the City Manager to Execute a Freeway Management Agreement with Caltrans for Highway 50 Within the City Boundaries
**Recommendation**: Adopt Resolution No. 6-2010.
**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager or his designee to execute the California Department of Transportation's Freeway Maintenance Agreement. The agreement clarifies legal maintenance responsibility for infrastructure elements within the footprint of the Highway 50 right of way.
**Staff Report:** Cyrus Abhar, Public Works Department

**ACTION:** Motion by Budge second by McGarvey and carried by a 5:0 vote Council adopted Resolution No. 6-2010.

## 10. CONSENT PUBLIC HEARING ITEMS

NONE

## 11. PUBLIC HEARING ITEMS

NONE

## 12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Report from Sacramento County Regional Parks Director Janet Baker
**Recommendation**: Receive report on Sacramento County Regional Parks Activities
**Result of Recommended Action:** This presentation and future presentations to the City Council by County Regional Parks will allow better coordination of County Parks efforts with the City and will inform the Rancho Cordova Community on County Parks activities.
**Staff Report:** Paul Junker, Planning Department

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

**ACTION:** Motion by Sander second by McGarvey and carried by a 5:0 vote Council received report on Sacramento County Regional Parks Activities.

**AT THIS POINT:** The Council took a brief recess at 8:09 p.m. The full Council reconvened at 8:35 p.m.

12.2 **Subject:** Community Redevelopment Agency Resolution Authorizing the Executive Director to Execute an Agreement for the Acquisition of Real Property
**Recommendation**: Adopt Agency Resolution No. CRA-2-2010.
**Result of Recommended Action:** Adoption of this Resolution will allow the Executive Director to execute the Option to Purchase Agreement with Gennady Shapiro Revocable Trust, for a one year option agreement in the amount of $100,000, and the option to purchase the property located at 10259 Folsom Boulevard (APN's: 027-0213-003, 004, 005) in the amount of $1,550,000.
**Staff Report:** Micah Runner, Community Redevelopment Agency
**GROWING STRONG NEIGHBORHOODS**
**COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY**

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

**ACTION:** Motion by Budge second by Skoglund and carried by a 5:0 roll call vote Council adopted Agency Resolution No. CRA-2-2010.

12.3 **Subject:** Discussion on Teichert Quarry Proposal and Status Update on East County Quarries Processing
**Recommendation**: Council will receive and file updated information on proposed mining applications currently in process with the County of Sacramento.
**Result of Recommended Action:** City staff will prepare a detailed response to the County of Sacramento based on comments and direction received from Council.
**Staff Report:** Cyrus Abhar, Public Works Department

Mayor Cooley opened the public comment period. The following individuals addressed the Council:

- Rich Lorenz in support of the item.
- Martha Lofgren neutral to the item.
- Jim Wiley in support of the item.

Mayor Cooley closed the public comment period.

**ACTION:** Discussion item only; no action taken. Council received report on Teichert Quarry Proposal and Status Update on East County Quarries Processing

## 13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE

## 14. CITY MANAGER'S REPORT

City Manager Ted Gaebler reported on the following:

- That he and Council Member Budge represented the City and the Rancho Cordova Chamber of Commerce at the Citrus Heights Chamber of Commerce dinner the week prior to this meeting.
- Announced the upcoming Rancho Cordova Chamber of Commerce dinner on February 11, 2010.
- Announced that Council was contacted by staff and provided a list of items in mid-November to set priority goals for 2010.
- Announced the second regular meeting in February will be held on Tuesday, February 16th due to Presidents Day holiday on Monday, February 15th
- Announced the Fourth Annual Financial Issues Workshop scheduled on February 25, 2010.
- Announced the annual Council/Staff retreat scheduled on February 9-10, 2010.

## 15. ADJOURNMENT

Mayor Cooley adjourned the regular meeting in the David B. Roberts Council Chambers to closed session in the Community Board Room at 10:04 p.m.

## 16. CLOSED SESSION – CALL TO ORDER / ROLL CALL

Mayor Cooley called the closed session to order in the Community Board Room at 10:15 p.m.

Council Members Present: Skoglund, Budge, Sander, McGarvey, and Mayor Cooley

Staff Present: Gaebler, Lindgren, and Chinn

## 17. PUBLIC COMMENT

NONE

## 18. CLOSED SESSION ITEM

**Council adjourned to Closed Session to discuss the following item(s):**

Conference with Legal Counsel – Anticipated Litigation Government Code 54956.9(b) (one potential case).

## 19. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney reported that there were no actions taken in closed session.

## 20. ADJOURNMENT

Mayor Cooley adjourned the closed session at 11:00 p.m.

_____

Mindy Cuppy, City Clerk

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Donna Silva, Finance Director

**SUBJECT:** **TREASURER'S REPORT – DECEMBER 31, 2009**

## RECOMMENDATION

This report is informational only. It is recommended that the report be received and filed.

## RESULT OF RECOMMENDED ACTION

This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

## BACKGROUND

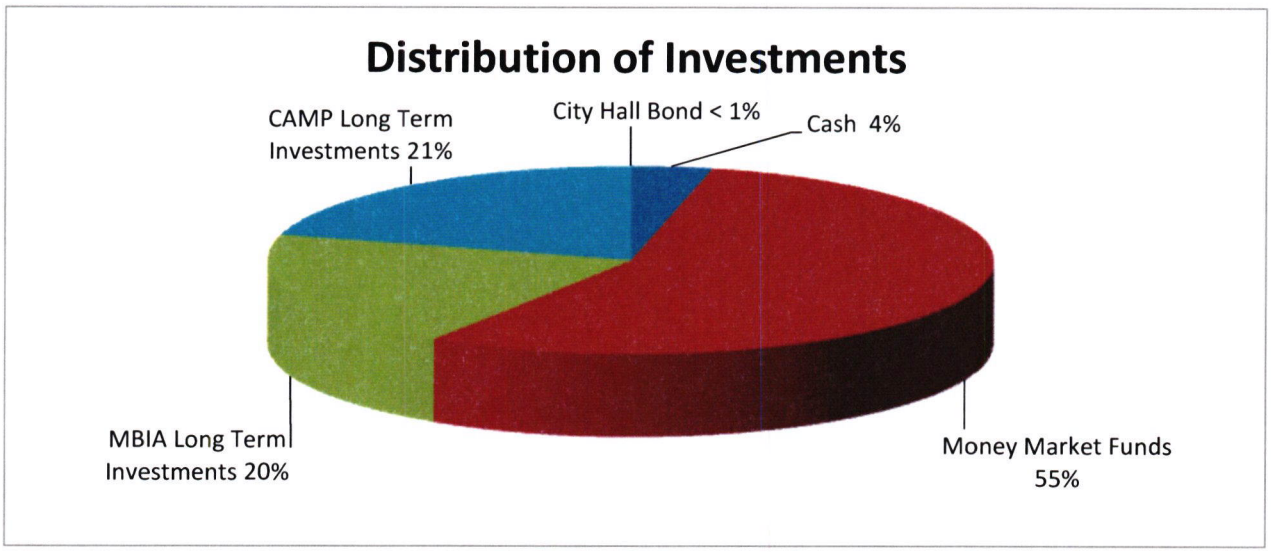
Attached is the quarterly Treasurer's report for the period ending December 31, 2009. Treasurer's reports are provided to Council on a quarterly basis.

At September 30, 2009, the current value of the City's total portfolio was $93 million. Since that time, the balances have decreased by $8 million for an ending balance of $85 million at December 31, 2009. Of that, the General Fund Cash and Investments balance was $23 million. Cash and short-term investments decreased by $9 million while long-term investments increased by $2 million. The overall portfolio is well diversified with $29 million invested in long-term investments. $47 million is invested in short-term investments that are considered liquid California Asset Management Program (CAMP) and Local Agency Investment Funds (LAIF). The remainder consists of $3 million on deposit with our banks and $5,805 is invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our Financial Advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. At December 31, interest rates at LAIF and CAMP had fallen from their September 2009 amounts of .9% and .4%, to .6% and .025%, respectively.

The decrease in cash and investment balances, as noted in the above paragraph, is typical for this time of the year. We received our final 08/09 property tax distribution in July. Our first 09/10 property tax payment was received on January 29, 2010 and will be reflected in the next quarterly report.

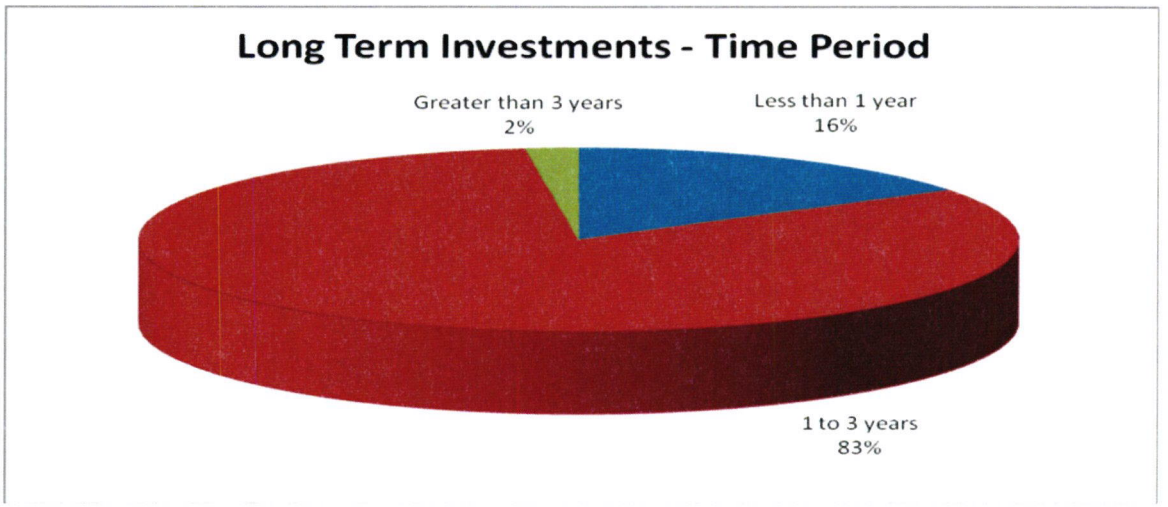
Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in S & P rated AAA securities and U.S. Treasury Notes. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. The City's investment policy requires a measurement of the portfolio's performance against a benchmark.

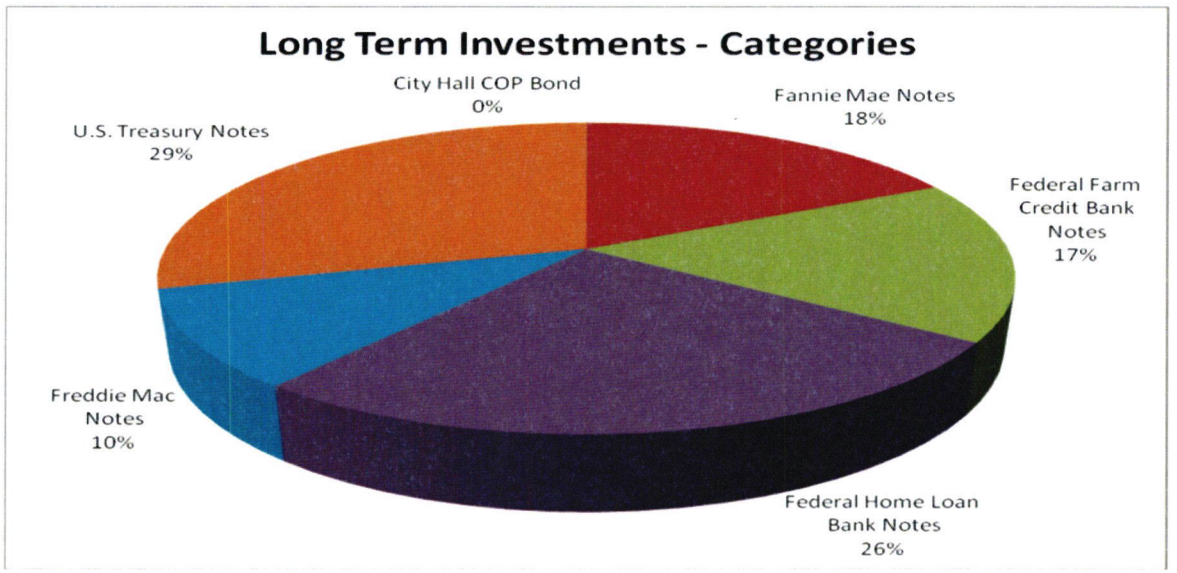
The investment yields averaged 2.64% which compared favorably with the market yields for one-year treasuries at .47%,



## Analysis of the long-term investments:

| | Par Value | Current Value | Percent of L-T Investments |
|---|---|---|---|
| Less than 1-year | $ 5,425,000 | $ 5,544,588 | 15.86% |
| 1 to 3 years | 28,155,000 | 28,726,027 | 82.17% |
| Greater than 3-years | 705,000 | 689,220 | 1.97% |
| | $ 34,285,000 | $ 34,959,835 | 100.00% |




**ATTACHMENT**

Treasurer's Report for December 31, 2009

**CITY OF RANCHO CORDOVA, CA**
**TREASURER'S REPORT**
**DECEMBER 31, 2009**

| | Par Value | Cost | Current Value | Maturity Date |
|---|---|---|---|---|
| **Cash and Cash Equivalents** | | | | |
| Wells Fargo Bank | 2,992,809 | 2,992,809 | 2,992,809 | n.a. |
| Bank of Sacramento | 64,589 | 64,589 | 64,589 | |
| | 3,057,398 | 3,057,398 | 3,057,398 | |
| **Money Market Funds** | | | | |
| Wells Fargo Adv Treasury Plus MMF (MBIA) | 553,141 | 553,141 | 553,141 | n.a. |
| Sub-total | 553,141 | 553,141 | 553,141 | |
| **Money Market Funds** | | | | |
| Local Agency Investment Fund (LAIF) | 18,934,740 | 18,934,740 | 18,934,740 | n.a. |
| California Asset Management Program (CAMP) | 27,935,883 | 27,935,883 | 27,935,883 | n.a. |
| Sub-total | 46,870,623 | 46,870,623 | 46,870,623 | |
| **Long-Term Investments - MBIA:** | | | | |
| Fannie Mae Note | 500,000 | 482,350 | 502,126 | 2/15/2010 |
| Federal Home Loan Bank Note | 500,000 | 503,140 | 511,027 | 6/11/2010 |
| Freddie Mac Note | 750,000 | 761,280 | 771,441 | 9/1/2010 |
| Federal Home Loan Bank Note | 750,000 | 748,973 | 778,901 | 12/10/2010 |
| Federal Farm Credit Bank Note | 1,000,000 | 1,008,290 | 1,029,778 | 1/18/2011 |
| Fannie Mae Note | 1,000,000 | 999,900 | 1,001,786 | 2/11/2011 |
| Federal Farm Credit Bank Note | 500,000 | 515,930 | 523,351 | 2/18/2011 |
| Freddie Mac Note | 1,000,000 | 1,000,000 | 1,002,821 | 3/16/2011 |
| Fannie Mae Note | 750,000 | 752,738 | 792,262 | 4/15/2011 |
| Federal Home Loan Bank Note | 725,000 | 721,927 | 727,372 | 6/3/2011 |
| Freddie Mac Note | 1,000,000 | 1,000,000 | 1,003,770 | 7/27/2011 |
| U.S. Treasury Note | 1,000,000 | 996,172 | 1,001,523 | 7/31/2011 |
| Federal Home Loan Bank Note | 750,000 | 750,000 | 749,326 | 10/28/2011 |
| U.S. Treasury Note | 750,000 | 749,648 | 745,108 | 11/30/2011 |
| Federal Farm Credit Bank Note | 750,000 | 742,650 | 794,952 | 12/8/2011 |
| Federal Home Loan Bank Note | 750,000 | 748,515 | 746,852 | 12/28/2011 |
| Fannie Mae Note | 750,000 | 754,980 | 752,708 | 3/2/2012 |
| Federal Farm Credit Bank Note | 1,000,000 | 1,000,000 | 998,052 | 3/23/2012 |
| Federal Farm Credit Bank Note | 500,000 | 493,925 | 537,721 | 4/12/2012 |
| Freddie Mac Note | 750,000 | 750,469 | 750,741 | 9/25/2012 |
| Federal Home Loan Bank Note | 1,000,000 | 1,000,000 | 1,032,721 | 10/5/2012 |
| Federal Farm Credit Bank Note | 500,000 | 496,420 | 535,789 | 10/17/2012 |
| Sub-total | 16,975,000 | 16,977,307 | 17,290,125 | |

**CITY OF RANCHO CORDOVA, CA**
**TREASURER'S REPORT**
**DECEMBER 31, 2009**

| | Par Value | Original Cost | Current Value | Maturity Date |
|---|---|---|---|---|
| **Long-Term Investments -CAMP:** | | | | |
| Fannie Mae Global Benchmark Notes | 500,000 | 486,168 | 512,188 | 8/15/2010 |
| U.S. Treasury Note | 600,000 | 606,422 | 617,953 | 10/15/2010 |
| Federal Home Loan Global Notes | 740,000 | 769,556 | 761,969 | 10/22/2010 |
| U.S. Treasury Notes | 1,085,000 | 1,087,585 | 1,088,984 | 12/31/2010 |
| Fannie Mae Global Benchmark Notes | 500,000 | 501,246 | 528,125 | 4/15/2011 |
| Federal Home Loan Global Reference Notes | 1,000,000 | 1,008,137 | 1,065,313 | 7/18/2011 |
| Federal Home Loan Bank Notes | 500,000 | 503,310 | 504,844 | 7/27/2011 |
| U.S. Treasury Notes | 500,000 | 502,500 | 530,196 | 8/31/2011 |
| Fannie Mae Notes (Callable) | 750,000 | 749,925 | 746,484 | 9/22/2011 |
| Fannie Mae Global Benchmark Notes | 750,000 | 790,796 | 801,563 | 10/15/2011 |
| U.S. Treasury Notes | 1,000,000 | 996,250 | 1,002,266 | 3/15/2012 |
| U.S. Treasury Notes | 1,000,000 | 1,004,648 | 1,002,266 | 3/15/2012 |
| Federal Home Loan Global Notes | 500,000 | 503,890 | 501,960 | 3/23/2012 |
| Federal Farm Credit Bank Notes | 1,025,000 | 1,024,980 | 1,042,297 | 4/24/2012 |
| U.S. Treasury Notes | 550,000 | 548,389 | 550,000 | 5/15/2012 |
| Fannie Mae Global Benchmark Notes | 500,000 | 501,153 | 539,531 | 5/18/2012 |
| Federal Home Loan Global Reference Notes | 505,000 | 507,232 | 507,209 | 6/15/2012 |
| Federal Farm Credit Bank Notes | 350,000 | 358,171 | 381,391 | 8/1/2012 |
| Federal Home Loan Bank Notes | 825,000 | 823,862 | 825,773 | 8/22/2012 |
| Federal Home Loan Bank Global Bonds | 500,000 | 541,650 | 538,750 | 10/5/2012 |
| U.S. Treasury Notes | 1,575,000 | 1,577,769 | 1,563,679 | 11/15/2012 |
| U.S. Treasury Notes | 750,000 | 740,332 | 737,985 | 12/15/2012 |
| U.S. Treasury Notes | 600,000 | 621,797 | 629,765 | 6/30/2013 |
| U.S. Treasury Notes | 200,000 | 198,266 | 195,250 | 3/31/2014 |
| U.S. Treasury Notes | 500,000 | 489,863 | 488,165 | 11/30/2014 |
| Sub-total | 17,305,000 | 17,443,895 | 17,663,905 | |
| **Long-Term Investments - Brandis Tallman LLC** | | | | |
| City Hall COP Bond | 5,000 | 5,000 | 5,805 | 2/1/2035 |
| **Total Portfolio** | **$84,766,162** | **$ 84,907,364** | **$ 85,440,997** | |

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Reed Flory, Housing Services Administrator
David Gassaway, Housing Services Assistant

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOUBLE B DEMOLITION, INC. IN THE AMOUNT OF $134,246**

## RECOMMENDATION

Adopt Resolution No. 5-2010.

## RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract (**Exhibit A**) with Double B Demolition, Inc., for the Urban Infill Demolition of the former Stagger Inn and five contiguous properties.

## BACKGROUND

The properties to be demolished include the former Stagger Inn bar located at 10447 Folsom Boulevard, the alleyway on the easterly border of the Stagger Inn, the Woodberry Gardens Apartments located at 2728 Woodberry Way, and three 4-plexes located at 2708 and 2700 Woodberry Way, and 10422 Croetto Way. The demolition of these properties is made possible through the City's successful efforts in the pursuit of Neighborhood Stabilization Program (NSP) grant funding. The NSP program required the preparation of a demolition plan, prepared by Warren Consulting Engineers, Inc. This plan anticipates up to 3 specific project phases that are based primarily on the timing of the acquisition of the properties. The first phase of demolition includes the removal of the three 4-plexes located at 2708 and 2700 Woodberry Way and 10422 Croetto Way. Later phases of demolition will include the former Stagger Inn bar, the alleyway located along the easterly border of the Stagger Inn property, and the Woodberry Gardens Apartment complex located at 2728 Woodberry Way.

## TIMING

Upon execution of the contract (**Exhibit A**) between the City and Double B Demolition, Inc., the City is prepared to begin the first phase of demolition. Timing for the initiation of subsequent phases of demolition depends upon acquisition and relocation variables associated with the remaining two parcels. The City is awaiting action on a motion of immediate possession of the Stagger Inn from the California Superior Court, which is part of the condemnation request submitted by the Community Redevelopment Agency (CRA), of the City of Rancho Cordova, in December of 2009. Demolition of the Woodberry Gardens Apartment complex is dependent upon the process of relocating tenants of the apartment complex and the completion of required lead and asbestos testing after the departure of the last tenant.

## ATTACHMENT

Resolution No. 5-2010 including **Exhibit A** Contract No. 6-2010

**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. 5-2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGEEMENT WITH DOUBLE B DEMOLITION, INC. FOR URBAN INFILL DEMOLITION OF THE FORMER STAGGER INN AND 5 CONTIGUOUS PROPERTIES**

**WHEREAS**, the project was publicly advertised in the Sacramento Bee and the Grapevine Independent on November 27, 2009 and December 4, 2009. The bid was also solicited to the Sacramento County and Placer County Builders Exchange; and

**WHEREAS**, the bids were publicly opened on January 15, 2010 at City Hall located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670; and

**WHEREAS**, the City recommends awarding the Urban Infill Demolition contract to the lowest responsive bidder, Double B Demolition, Inc., in the amount of $134,246.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute a contract agreement with Double B Demolition, Inc. (**Exhibit A**).

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Ken Cooley, Mayor

**ATTEST:**

_____
Mindy Cuppy, City Clerk

# CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND DOUBLE B DEMOLITION, INC.

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Double B Demolition, Inc. ("Contractor") as of February 17, 2010.

## W I T N E S S E T H:

**WHEREAS**, the City Council for the City of Rancho Cordova ("City Council") caused plans and specifications for the work hereinafter mentioned to be prepared, and has approved and adopted said plans and specifications; and

**WHEREAS**, the City Council caused to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work ("Notice"); and

**WHEREAS**, the Contractor, in response to the Notice, submitted to the City Council within the time and in the manner provided for in the Notice, a sealed bid for the performance of the work specified in the plans and specifications. Contractor's bid and proposal, and other bids and proposals submitted in response to said Notice, were opened and canvassed in the manner provided by law; and

**WHEREAS**, the Contractor was the lowest responsible bidder for the performance of said work, and the City Council, as a result of the canvass of said bids, has determined and declared Contractor to be the lowest responsible bidder for said work and wishes to award the contract to Contractor.

**NOW THEREFORE**, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

**Section 1. CONTRACT DOCUMENTS.** The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008 ("Standard Specifications"); the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; the lead and asbestos survey report, all addenda to the Proposal, all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the "Plans and Specifications."

**Section 2. SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for this Agreement, Contract No. 06-2010, as provided for and set forth in said Plans and Specifications and in the Contract Documents, as described in Section 1 of this Agreement. The Plans and Specifications are hereby referred and by such reference and incorporated herein and made a part of this Agreement as Exhibit "B". All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to

replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

**Section 3.** **COMPLETION**. Said work shall be completed and ready for acceptance.

**Section 4.** **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit:: One Hundred Thirty Four Thousand Two Hundred Forty Six Dollars ($134,246.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

**Section 5.** **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 n 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 City of Rancho Cordova, 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 6.** **INSURANCE**. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the Standard Specifications.

**Section 7.** **WORKERS' COMPENSATION CERTIFICATION.** By execution of this Agreement, the Contractor certifies as follows:

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

**Section 8.** **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds 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. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the

specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

**Section 9. INDEMNIFICATION.** The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

**Section 10. MISCELLANEOUS PROVISIONS**.

**10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

**10.2 Contract Administration.** This Agreement shall be administered by Reed Flory, Housing Services Administrator ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.3 Notices.** Any written notice to Consultant shall be sent to:

Rebecca Blackwell, Vice President
Double B Demolition, Inc.
640 Glen Oak Court
Folsom, CA 95630

Any written notice to City shall be sent to:

Reed Flory, Housing Services Administrator
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**10.4 IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

**10.5 Public Right-of-Way.** Contractor shall, if work requires use of public right-of-way, obtain an encroachment permit from the City. Contractor shall not block any pedestrian sidewalk access at any time during course of demolition work to be completed.

**10.6 Record Drawings.** Contractor shall submit one hard copy of the As-Build Civil Engineering Plans, including all revision, as well as electronic copies in both AutoCad and PDF format, to the City prior to the completion of the project. Plans shall be labeled as "Record Drawings" and signed by the engineer of record.

**IN WITNESS WHEREOF**, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

**Ted A. Gaebler, City Manager**

Date

Attest:

**Mindy Cuppy, City Clerk**

Date

Approved as to Form:

**Adam U. Lindgren, City Attorney**

Date

CONTRACTOR:

**Rebecca Blackwell, V.P.**

Date

**EXHIBIT**
**A**

## BID TO THE CITY OF RANCHO CORDOVA

### DEPARTMENT OF ECONOMIC DEVELOPMENT

**NAME OF CONTRACTOR** Double B Demolition Inc
**BUSINESS P.O. BOX** N/A
**CITY, STATE, ZIP** Folsom, CA 95630
**BUSINESS STREET ADDRESS** 640 Glen Oak Court
*(Please include even if P.O. Box used)*
**CITY, STATE, ZIP** Folsom, CA 95630
**TELEPHONE NO:** **AREA CODE (916)** 983-0700
**FAX NO:** **AREA CODE (916)** 983-0701 439-8022
**CONTRACTOR LICENSE NO.** 637105 demoking bob@aol.com

**BIDDER'S** **NAME AND TITLE:** Rebecca Blackwell, V.P.
**SIGNATURE:** Rebecca Blackwell

The work for which this bid is submitted is for demolition in conformance with the special provisions (including the payment of not less than the Federal prevailing wage rates), the project plans described below, including any addenda thereto, and the contract annexed hereto.

The special provisions for the work to be done are dated November 23, 2009 and are entitled:

**CITY OF RANCHO CORDOVA**
**DEPARTMENT OF ECONOMIC DEVELOPMENT**
**NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR**

*URBAN INFILL DEMOLITION*
**IN**
*RANCHO CORDOVA, CALIFORNIA*

The project plans for the work to be done were approved November 23, 2009 and are entitled:

**CITY OF RANCHO CORDOVA**
**DEPARTMENT OF ECONOMIC DEVELOPMENT**
**PROJECT PLANS FOR**

*URBAN INFILL DEMOLITION*
**IN**
*RANCHO CORDOVA, CALIFORNIA*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

3

The bidder shall set forth an individual price for each phase of the project and a total for the entire project in lump sum. All submissions should be in clearly legible figures in the respective spaces provided for that purpose.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF RANCHO CORDOVA*, and that discretion will be exercised in the manner deemed by the *CITY OF RANCHO CORDOVA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF RANCHO CORDOVA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 1 bond in the sum required by the State Contract Act, with surety satisfactory to the *CITY OF RANCHO CORDOVA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF RANCHO CORDOVA* that the contract has been awarded, the *CITY OF RANCHO CORDOVA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *CITY OF RANCHO CORDOVA*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *CITY OF RANCHO CORDOVA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, 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 Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**URBAN INFILL DEMOLITION**
**CITY OF RANCHO CORDOVA**

**TOTAL BASE BID $** 134,246.00

TOTAL BASE BID PRICE (IN WORDS) ONE HUNDRED thirty-four thousand two HUNDRED forty-six NO/XX

**TOTAL BASE BID PHASE 1 $** 44,812.00

TOTAL BASE BID PHASE 1PRICE (IN WORDS) Forty-four thousand Eight HUNDRED twelve NO/XX

**TOTAL BASE BID PHASE 2 $** 51,618.00

TOTAL BASE BID PHASE 1PRICE (IN WORDS) Fifty-ONE thousand SIX HUNDRED Eighteen NO/XX

**TOTAL BASE BID PHASE 3 $** 37,816.00

TOTAL BASE BID PHASE 1PRICE (IN WORDS) Thirty-SEVEN thousand Eight HUNDRED SIXTEEN NO/XX

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcont act portions of the work, as required by the provisions in Section 2-1.01, "General," of the special provisions.

5

## LIST OF SUBCONTRACTORS

| Name and Address | Description of Portion of Work Subcontracted |
|---|---|
| NITTA EROSION CONTROL<br>3778 DEL MAR AVE.<br>LOOMIS, CA 95650 | EROSION CONTROL |
| WEST COAST ENV.<br>3181 FITZGERALD<br>RANCHO CORDOVA, CA | ASB. ABATEMENT |

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

6

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder DOUBLE B DEMOLITION INC., proposed subcontractor _____, hereby certifies that he has ✓, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

7

## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

If the answer is yes, explain the circumstances in the following space.

### Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## Noncollusion Affidavit

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

To the CITY OF RANCHO CORDOVA
DEPARTMENT OF ECONOMIC DEVELOPMENT

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 Bid. Signing this Bid 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.

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

11

NONE

## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

**2. Status of Federal Action:**
- a. bid/offer/application
- b. initial award
- c. post-award

**3. Report Type:**
- a. initial
- b. material change

**For Material Change Only:**
year ____ quarter _____
date of last report _____

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee
Tier _____, if known

**Congressional District,** if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

**Congressional District,** if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

**CFDA Number,** if applicable _____

**8. Federal Action Number,** if known:

**9. Award Amount,** if known:

**10. a. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**
$ _____ ☐ actual ☐ planned

**12. Form of Payment (check all that apply):**
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

**13. Type of Payment (check all that apply)**
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:** **Yes** ☐ **No** ☐

**16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $ 0,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

**Federal Use Only:**

Standard Form LLL Rev. 09-12-97

12

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BID BOND #DB-33

**CITY OF RANCHO CORDOVA - DEPARTMENT OF EONOMIC DEVELOPMENT**

## BIDDER'S BOND

We, DOUBLE B DEMOLITION, INC. as Principal, and SURETEC INSURANCE COMPANY as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

URBAN INFILL DEMO
*(Copy here the exact description of work, including location as it appears on the bid)*

for which bids are to be opened at RANCHO CORDOVA, CA *(Insert place where bids will be opened)* on JANUARY 15, 2010 *(Insert date of bid opening)*.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: JANUARY 8, 2010.

DOUBLE B DEMOLITION, INC.
Rebecca Blackwell VP
*Principal*

SURETEC INSURANCE COMPANY
*Surety*

By SANDRA R. BLACK *Attorney-in-fact*

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California
City of Rancho Cordova SS

On this ____ day of _____ in the year 20___ before me_____,
personally appeared _____, personally known to me (or proved
*Attorney-in-fact*
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____
Notary Public

16

POA #: 510033

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

***Be it Resolved,*** that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

***Be it Resolved,*** that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

**SURETEC INSURANCE COMPANY**

**By:** _____
**B.J. King, President**

State of Texas ss:
County of Harris

On this 28h day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

_____
**Michelle Denny, Notary Public**
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 8th day of January, 2010, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

## Local Agency Bidder Commitment (Construction Contracts) Exhibit 15-G1

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY City of RANCHO CORDOVA LOCATION: CALIFORNIA

PROJECT DESCRIPTION: URBAN INFILL DEMOLITION

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: 1/15/2010

BIDDER'S NAME: DOUBLE B DEMOLITION INC.

CONTRACT UDBE GOAL: _____

| CONTRACT ITEM NO | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED | Cert. No. of UDBE AND EXPIRATION DATE | NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number) | DOLLAR AMOUNT UDBE |
|---|---|---|---|---|
| | EROSION CONTROL | 217 (4/1/10) | NITA<br>3778 DEL MAR<br>LOOMIS, CA<br>916-652-7459 | 3947.00 |

**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

Print Name / Local Agency Representative _____ Signature _____ Date _____

(Area Code) Telephone Number: _____

Total Claimed Participation: $ 3947

_____ %

Rebecca Blackwell
Signature of Bidder

1/15/10 916-983-0700
Date (Area Code) Tel. No.

REBECCA BLACKWELL
Person to Contact (Please Type or Print)

**For Caltrans Review:**

Print Name / Caltrans District Local Assistance Engineer _____ Signature _____ Date _____

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Copy -- Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

CITY/COUNTY OF SACRAMENTO

## DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

**CONTRACT NUMBER:**

**CONTRACTOR NAME:** DOUBLE B DEMOLITION INC.

**BUSINESS ADDRESS (D-U-N-S Number Location):**

STREET: 6640 GLEN OAK Ct.

CITY: Folsom

STATE: CA

ZIP CODE: 95630

**D-U-N-S Number:** 36-431-3833

Contact Name: REBECCA BLACKWELL

Telephone No: 916-983-0700

**CITY OF RANCHO CORDOVA CERTIFICATION OF COMPLIANCE WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT**

**WHEREAS,** it is in the best interest of the City that those entities with whom the City does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the City does business to receive City funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

**THEREFORE,** in order to assist the Sacramento County Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entitiy which is seeking to contract with the City to provide goods or to perform services for or on behalf of the City.

**CERTIFICATION**

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with the City of Rancho Cordova
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with CITY. Failure to cure such default within 90 days of notice by the City of Rancho Cordova and/or the County of Sacramento shall be grounds for termination of contract.

DOUBLE B DEMOLITION — CONTRACTOR

1/15/10 — DATE

Rebecca Blackwell

Printed Name

REBECCA BLACKWELL

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

| Firm Name/ Address/ City, State, ZIP | Phone/ Fax | Annual Gross Receipts | Description of Portion of Work to be Performed | Local Agency Use Only (Certified Title 2) |
|---|---|---|---|---|
| Name: NiHA EROSION CON. | Phone: 916-652-7459 | ☐ < $1 million | EROSION CONTROL | YES |
| Address: 3778 DEL MAR AVE. | | ☐ < $5 million | | NO |
| City State ZIP: Loomis, CA 95650 | Fax: 652-4376 | ☐ < $10 million | UDBE | Is it DBE? |
| | | ☐ < $15 million | | |
| | | ☐ > $15 million | | Age of Firm (Yrs.) |
| Name: WEST COAST ENV. | Phone: 916 852-7200 | ☐ < $1 million | ASBESTOS ABATEMENT | YES |
| Address: 3181 FitzgeRald | | ☐ < $5 million | | NO |
| City State ZIP: RANCHO CORDOVA, CA | Fax: 852-1811 | ☐ < $10 million | NON-DBE | Is it DBE? |
| | | ☐ < $15 million | | |
| | | ☐ > $15 million | | Age of Firm (Yrs.) |
| Name | Phone | ☐ < $1 million | | YES |
| | | ☐ < $5 million | | NO |
| Address | | ☐ < $10 million | | Is it DBE? |
| | Fax | ☐ < $15 million | | |
| City State ZIP | | ☐ > $15 million | | Age of Firm (Yrs.) |
| Name | Phone | ☐ < $1 million | | YES |
| | | ☐ < $5 million | | NO |
| Address | | ☐ < $10 million | | Is it DBE? |
| | Fax | ☐ < $15 million | | |
| City State ZIP | | ☐ > $15 million | | Age of Firm (Yrs.) |

**Distribution:** 1) Original - Local Agency File

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

| Firm Name/ Address/ City, State, ZIP | Phone/ Fax | Annual Gross Receipts | Description of Portion of Work to be Performed | Is the subcontractor a DBE? |
|---|---|---|---|---|
| Name: G.A.P. ENTERPRISES<br>Address: PO BOX 424<br>City State ZIP: RANCHO CORDOVA CA | Phone: 916 217-1938<br>Fax: 635-5989 | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | EROSION CONTROL<br>NON-DBE | ☐ YES<br>☐ NO |
| Name: Mitchell Electric<br>Address: 7466 LEONARD AVE<br>City State ZIP: CITRUS HEIGHTS | Phone: 916 727-1769<br>Fax: | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | ELECTRICAL<br>NON-DBE | ☐ YES<br>☐ NO |
| Name: WARREN LAND<br>Address: 160 BLUE RAVINE RD<br>City State ZIP: FOLSOM, CA | Phone: 916 985-1874<br>Fax: 985-1877 | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | SURVEYING<br>NON-DBE | ☐ YES<br>☐ NO |
| Name: Allied Env.<br>Address: PO Box 2240<br>City State ZIP: Shingle Springs, CA | Phone: 530 676-0595<br>Fax: 530 676-0599 | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | ASB ABATEMENT<br>NON-DBE | ☐ YES<br>☐ NO |

Distribution: 1) Original – Local Agency File

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Rebecca Blackwell
V.P. 2/3/2010

11

Feb 03 10 12:36p Double B Demo 916 9830701 p.3

NONE

## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

**2. Status of Federal Action:**
☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

**3. Report Type:**
☐ a. initial
☐ b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

**4. Name and Address of Reporting Entity**
☐ Prime ☐ Subawardee
Tier ____, if known

Congressional District, if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable ____

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. a. Name and Address of Lobby Entity** (If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**
$ ____ ☐ actual ☐ planned

**12. Form of Payment (check all that apply):**
☐ a. cash
☐ b. in-kind; specify: nature ____
value ____

**13. Type of Payment (check all that apply)**
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify ____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:** Yes ☐ No ☐

**16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $ 0,000 and not more than $100,000 for each such failure.

Signature: Rebecca Blackwell
Print Name: REBECCA BLACKWELL
Title: VP
Telephone No.: 916-983-0700 Date: 2/3/2010

Authorized for Local Reproduction
Standard Form - LLL

**Federal Use Only:**

Standard Form LLL Rev. 09-12-97

12

# EXHIBIT B

# CITY OF RANCHO CORDOVA
## DEPARTMENT OF ECONOMIC DEVELOPMENT

# CONTRACT SPECIFICATIONS FOR:

## CITY OF RANCHO CORDOVA
## URBAN INFILL DEMOLITION

10447 FOLSOM BLVD.
2728 WOODBERRY WAY
2708 WOODBERRY WAY
10422 CROETTO WAY
2700 WOODBERRY WAY
FOLSOM BLVD. ALLEYWAY

NOTE: THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DATED JANUARY 2008 ARE HEREBY MADE PART OF THESE SPECIFICATIONS. A COPY OF THE STANDARD CONSTRUCTION SPECIFICATIONS MAY BE OBTAINED AT THE CASHIER'S WINDOW IN ROOM 105 OF THE COUNTY ADMINISTRATION BUILDING, 827 – 7TH STREET, SACRAMENTO, CALIFORNIA 95814.

# CITY OF RANCHO CORDOVA
## DEPARTMENT OF ECONOMIC DEVELOPMENT

# CITY OF RANCHO CORDOVA
# URBAN INFILL DEMOLITION

10447 FOLSOM BLVD.
2728 WOODBERRY WAY
2708 WOODBERRY WAY
10422 CROETTO WAY
2700 WOODBERRY WAY
FOLSOM BLVD. ALLEYWAY

## SPECIAL PROVISIONS

### GENERAL

TO BE SUPPLEMENTED WITH SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS DATED JANUARY 2008.

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSON.

SIGNED: _____
George Warren, PE

DATE:

# CITY OF RANCHO CORDOVA
# URBAN INFILL DEMOLITION

## TABLE OF CONTENTS


**NOTICE TO BIDDERS** ..... **1**
INSURANCE AND BONDING REQUIREMENTS ..... 2
SPECIAL PROVISIONS ..... 2
SPECIFICATIONS AND PLANS ..... 5
PROPOSAL REQUIREMENTS AND CONDITIONS ..... 5
AWARD AND EXECUTION OF CONTRACT ..... 5
DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER ..... 6
BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES ..... 6
PUBLIC SAFETY ..... 6
REMOVAL OF ASBESTOR AND HAZARDOUS SUBSTANCES ..... 6
LISTING OF SUBCONTRACTORS ..... 7
SUBCONTRACTING ..... 7
PROMPT PROGESS PAYMENT TO SUBCONTRACTORS ..... 7
UNAVOIDABLE DELAYS ..... 8
EXISTING UTILITIES ..... 8
**DEMOLITION** ..... **9**
**ENVIRONMENTAL CONTROLS AT WORK SITE** ..... **10**
SOUND CONTROL REQUIREMENTS ..... 10
AIR POLLUTION CONTROL ..... 10
DUST CONTROL ..... 10
TREE PROTECTION ..... 10
SURPLUS MATERIAL DISPOSAL ..... 10
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL & UPDATES ..... 10
SWPPP IMPLEMENTATION AND MAINTENANCE ..... 12
EROSION, SEDIMENT AND WATER POLLUTION CONTROL ..... 13
**EXCAVATING, GRADING AND SITE PREPARATION** ..... **14**
REFERENCE STANDARDS ..... 14
QUALITY ASSURANCE ..... 14
JOB CONDITIONS ..... 14
MATERIALS ..... 14
LAYOUT ..... 14
SITE PREPARATION ..... 15
EXCAVATIONS ..... 15
FILLING AND BACKFILLING ..... 15
FINISH GRADING ..... 16
FIELD QUALITY CONTROL ..... 16
SITE CLEANING ..... 16

**APPENDIX A: FEDERAL REQUIREMENTS FOR FEDERAL OR FEDERALLY FINANCED CONSTRUCTION PROJECTS**

**APPENDIX B: SECTION 3 CLAUSE FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS AT OR ABOVE $100,000**

**APPENDIX C: DAVIS-BACON WAGE DETERMINATIONS**

**APPENDIX D: BID FORMS FOR URBAN INFILL DEMOLITION PROJECT**

## CITY OF RANCHO CORDOVA

## NOTICE TO BIDDERS

Sealed bids for the work shown on the plans entitled:

**CITY OF RANCHO CORDOVA**
**URBAN INFILL DEMOLITION**

will be received at the Office of the City Clerk of the City of Rancho Cordova, Address 2729 Prospect Park Drive, Rancho Cordova, CA until 3:00PM on December 22, 2009 at which time they will be publicly opened and read.

Bid forms for this work are included in this project manual.

General work description: The location of work pertains to 6 parcels located within the City of Rancho Cordova. Project addresses are; 10447 Folsom Blvd., 2728 Woodberry Way, 2708 Woodberry Way, 10422 Croetto Way, 2700 Woodberry Way and an alleyway located between Folsom Blvd. and Woodberry Way.

The proposed project encompasses the complete demolition of 6 parcels. Demolition of these parcels has been split into 3 separate phases. Demolition includes utilities, buildings, asphalt paving, concrete paving, trees, swimming pool, concrete curbs, site lighting, parking overhangs, fencing, etc. Following demolition, all areas where demolition has occurred shall be brought to proposed grades elevations with engineered fill. The intent of this demolition project is to provide the City of Rancho Cordova a clean, shovel ready site for future development.

Such other items or details not mentioned above that are required by the plans and/or these Special Provisions, shall be performed, placed, constructed, or installed in accordance with the Standard Construction Specifications or these Special Provisions.

---

A prebid meeting is scheduled for December 10, 2009 at the project site. This meeting is to inform bidders of project requirements. Bidder's attendance at this meeting will be mandatory.

Bids are required for the entire work described herein.

The successful bidder shall furnish a payment bond and a performance bond.

The City of Rancho Cordova affirms that in any contract entered pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done has been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the City of Rancho Cordova and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which more closely approximates the duties of the employees in question.

## INSURANCE AND BONDING REQUIREMENTS

Proposer must submit a bid guarantee equivalent to five (5) percent of the bid price. The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.

A performance bond from the Proposer for 100 percent of the contract price.

A payment bond from the Proposer for 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.

## SPECIAL PROVISIONS

### Federal Labor Standards Provisions

This project is subject to the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. A short description of each is included below, with more information in "Attachments to General Conditions."

The Davis-Bacon Act (40 USC 276a - 276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work.

The Copeland "Anti-Kickback" Act (47 USC 276(c) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.

The Contract Work Hours and Safety Standards Act (40 USC 327 - 333) requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week.

**Section 3 Compliance**
The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. For more information on Section 3, please see "Attachments to General Conditions."

Sources of information on Section 3 contractors include the following:

Caltrans Civil Rights Program
Business Enterprise Program
(916) 324-1700 or toll free at 1-866-810-6346
Civil Rights Website: http://www.dot.ca.gov/hq/bep

Local Small Business Administration (SBA) Office

Local public housing authority

**Minority/Women's Business Enterprise Requirements**
It is the policy of the City of Rancho Cordova to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the City.

The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise"

means a business, at least fifty percent (50%) of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

Caltrans is an excellent source of information regarding minority and women contractors. A complete copy of the statewide listing may be obtained by calling the Caltrans Publications Distribution Unit at (916) 445-3520.

Other sources of information are:

Caltrans Civil Rights Program
Business Enterprise Program
(916) 324-1700 or toll free at 1-866-810-6346
Civil Rights Website: http://www.dot.ca.gov/hq/bep

National Economic Development Association at (916) 649-2551.

**State Labor Standards**
State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, $25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that not withstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than l-l/2 times the basic rate of pay.

**CITY OR RANCHO CORDOVA**
**UNBAN INFILL DEMOLITION PROJECT**

## SPECIFICATIONS AND PLANS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions, shall control work to be done under this contract. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Technical Resources Section, located in the County Administration Building, 827 7th Street, Room 105, Sacramento, California. Hereafter, the County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008 shall be referred to as Standard Construction Specifications.

## PROPOSAL REQUIREMENTS AND CONDITIONS

### General

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form for the project and shall be properly filled out and executed.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

## AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA, 95670

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

**DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**
For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at http://dnb.com/us/

If you fail to submit this information with the executed contract, the City of Rancho Cordova will not approve the contract.

**BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**
Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Rancho Cordova.

The Contractor shall have 15 working days within each phase initiation to complete each phase of work.

**PUBLIC SAFETY**
The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

**REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**
When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas

reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

**LISTING OF SUBCONTRACTORS**

The subcontractors listed by you in the Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

**SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Code 4100 et seq., the City of Rancho Cordova may exercise the remedies provided under Pub Cont Code 4110. The City of Rancho Cordova may refer the violation to the Contractors State License Board as provided under Pub Cont Code 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed.

Submit copies of subcontracts upon request by the City of Rancho Cordova.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts". Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

**PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to

subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**UNAVOIDABLE DELAYS**

Section 7-12.02, "Unavoidable Delays" of the Standard Construction Specifications shall apply except as herein modified.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that he has made every effort to obtain such materials from all known sources, within reasonable reach of the work in a diligent and timely manner. The documentary proof shall indicate that the inability to obtain such materials, when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "Shortage of Materials" as used in this section, shall not apply to materials, articles, parts or equipment, which are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

**EXISTING UTILITIES**

Attention is directed to Section 6-16, "Existing Utilities," of the Standard Construction Specifications and these Special Provisions.

All existing utilities within the project limits are to be removed in their entirety to property or right-of-way line during construction, except where shown on documents to remain. Coordinate work of removal, disconnecting and capping of existing utilities including, but not limited to; gas, domestic water, fire service water, sewer, electrical, cable tv, storm drain, phone and data, etc. Coordinate work with The City of Rancho Cordova and utility provider having jurisdiction. The Contractor's attention is directed to Section 5-5, "Cooperation with Other Contractors", and Section 6-16.01, "General," of the Standard Construction Specifications.

The toll-free number for Underground Service Alert (U.S.A.) is 1-800-227-2600. The Contractor is required to call this number two working days in advance of performing excavation work.

Contractor shall fully cooperate with all utilities. The points of contact for the utility companies are listed of the cover sheet of the construction documents.

**DEMOLITION**

Carefully document, photograph and provide hard copy of Record Drawings and Specifications of all removed items, capped off utilities and terminated utilities, conduits, etc.

Coordinate and get approval for demolition of all existing utilities with The City of Rancho Cordova and appropriate utility company/governmental jurisdiction.

Perform demolition work in such manner as to prevent damage to existing facilities to remain or to be salvaged, and to prevent injury to the public and workmen engaged on site under this or other contracts. Roofs and walls, or other building elements, shall be demolished in such manner that materials or units thereof shall fall within foundation lines of building being removed. Demolition debris shall not be allowed to accumulate on site. Hazardous work shall not be left standing or hanging overnight or weekends, but shall be knocked or pulled down at end of each day to avoid damage or injury to persons or existing facilities due to toppling or falling of such hazardous elements.

Wherever cutting and removal of portions of existing work is indicated, such work shall be sawn in manner that will produce neat and straight lines, parallel to adjacent surfaces or plumb for vertical surfaces. Grind smooth resulting edges of concrete slabs or walks. Neatly remove existing finish materials back to clean straight line or nearest support patches or repairs. Execute cutting and demolition by methods which will prevent damage to other work, and which will provide proper surfaces to receive installation of repairs and new work.

Removal: All materials resulting from demolition work, except those items specifically listed to remain shall become property of General Contractor and shall be removed from premises. All material to be removed needs to be out of the area as scheduled. Establish haul routes in advance and post flagmen to assure safety of public and workmen. Keep streets (and facilities) free of mud, rubbish, etc. Assume responsibility for any damage resulting from hauling operations and hold The City of Rancho Cordova free and clear of any liability in connection therewith.

Keep areas of work free from debris as work progresses. Subcontractor will keep the work areas in a clean and safe condition so his rubbish, waste and debris do not interfere with the work of others.

In the event of damage to existing utilities or structures to remain, immediately make all repairs and replacements necessary to the approval of the engineer and at no cost to The City of Rancho Cordova.

After completion of demolition work, remove all erection equipment and implements of service, and debris from the area. Leave entire area in a neat, clean, acceptable condition.

**ENVIRONMENTAL CONTROLS AT WORK SITE**
The Contractor's attention is directed to the provisions in Section 10, "Environmental Controls at Work Site," and Section 6, "Legal Relations and Responsibilities," of the Standard Construction Specifications.

**SOUND CONTROL REQUIREMENTS**
Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Construction Specifications.

**AIR POLLUTION CONTROL**
Air Pollution Control shall conform to the provision in Section 10-2 of the Standard Construction Specifications.

**DUST CONTROL**
The Contractor shall be responsible for dust control within the project limits and approaches thereto in accordance with Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall conform to all applicable provisions of the referenced section and these Special Provisions. Dust control shall be enforced at all times.

The Contractor shall provide for watering at a frequency that keeps exposed soil or disturbed earth surfaces moist at all times. The contractor shall cover stockpiles of debris, soil, sand or other materials that can be blown by the wind. The Contractor shall sweep the construction area and adjacent streets of all mud and dust as needed. At least two feet of freeboard shall be maintained in all trucks hauling soil.

**TREE PROTECTION**
Tree protection for existing trees that are to remain shall conform to Section 10-13 "Protection of Existing Trees" of the County Standard Construction Specifications.

**SURPLUS MATERIAL DISPOSAL**
Disposal of surplus material shall conform to the provisions in Section 18-2.03 of the Standard Construction Specifications and these Special Provisions, and no additional compensation will be made therefore. The Contractor shall comply with all the provisions set forth in the Sacramento County Land Grading and Erosion Control Ordinance when disposing of surplus material within Sacramento County. Copies of the Land Grading and Erosion Control Ordinance may be obtained from the Municipal Services Agency Land Grading Section in Room 105, 827-7$^{th}$ Street, Sacramento, (916) 874-6546. Any questions pertaining to the requirements set forth in the Ordinance should be directed to the above office.

**STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL & UPDATES**
The Contractor shall be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) to supplement the erosion control plan provided in the construction documents that will be submitted to the engineer and subject to review and comment by the County

Department of Water Resources. Erosion and sediment control shall conform to the requirements of the current editions of the County of Sacramento Improvement Standards.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 15 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of the Engineer's comments. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The wet season is hereby defined as the period between October 1st and April 30th. Erosion control (i.e. soil stabilization) Best Management Practices (BMP's) shall be applied during the wet season. All other BMP's shall be installed/implemented and maintained year round.

Erosion and sediment control BMP's shall be placed, monitored for effectiveness, and maintained throughout the construction process.

The following precautions shall be implemented regardless of the season:

1. A stabilized construction site access should be constructed at any construction staging and/or stockpile site as determined appropriate by the engineer.
2. Temporary stockpiling of construction materials, including vehicles and portable equipment, supplies, fuels and chemicals, will be restricted to designated construction staging areas within the project area.
3. Any wet season requirement shall be implemented if conditions exist which may cause erosion and sedimentation.
4. The contractor shall not be limited to the requirements listed above, but shall be responsible for implementing whatever measures are necessary to prevent erosion and sedimentation.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

**SWPPP IMPLEMENTATION AND MAINTENANCE**

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 5-21, "Temporary Suspension of Work," of the Standard Construction Specifications.

The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect, unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required for the protection of soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the wet season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the wet season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

A. Prior to a forecast storm;
B. After any precipitation which causes runoff capable of carrying sediment from the construction site;

C. At 24 hour intervals during extended precipitation events; and
D. Routinely, a minimum of once every 2 weeks.

If the Contractor identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately.

**EROSION, SEDIMENT AND WATER POLLUTION CONTROL**
The Contractor's attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Standard Construction Specifications.

The Contractor shall be responsible for submitting a Notice of Intent (NOI) to the State Water Resources Control Board.

The Contractor shall be responsible for the costs and for liabilities imposed by law as result of Contractor's failure to comply with the provisions set forth in this section "Erosion, Sediment and Water Pollution Control", including but not limited to, compliance with the applicable provisions of the current edition (November 2000) of the Sacramento County "Erosion and Sediment Control Guidelines", the Permit, and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the County or the Contractor.

Storm Water Pollution Prevention Plan (SWPPP) work shall be included in the Total Bid amount and shall provide for implementation and maintenance of the SWPPP.
The General Contractor shall include copies of all amendments to the SWPPP as prepared by the SWPPP plan Engineer.

Straw Wattles:
1. Place end to end.
2. Each wattle shall be staked as shown on the Drawings.
3. Straw wattles shall be placed at locations indicated on the Drawings and/or as required by the SWPPP plan.

Silt Fences:
1. Shall be installed per the Drawings and/or as required by the SWPPP.

The General Contractor shall keep a copy of the approved (permitted) SWPPP and approved amendments thereto at the job site and in the general business office of the General Contractor. In addition, the General Contractor shall include copies of all amendments to the SWPPP as prepared by the Engineer.

## EXCAVATING, GRADING AND SITE PREPARATION

### REFERENCE STANDARDS

American Society for Testing and Materials (ASTM):

1. ASTM D1557-02ei "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Method."

### QUALITY ASSURANCE

1. Perform all necessary compaction and soils preparation to obtain suitable subgrade as required by Project Geotechnical Engineer.
2. Contractor must obtain permit from the City of Rancho Cordova prior to commencement of any digging or excavation.

### JOB CONDITIONS

A. Existing conditions: Contractor to record existing conditions of adjacent areas prior to commencing work and report any discrepancies or conflicts with contract work.

B. Prior to commencement of any excavations, contract Underground Service Alert (USA).

C. Contractor to locate all existing utilities and provide protection as required.

D. Maintain benchmarks, monuments and survey control references.

E. Protection of Persons and Property:

1. Provide dust control during all grading operations.
2. Protect all existing facilities to remain.
3. Protect Occupants from area of work by providing barricades.
4. Protect graded areas from erosion and water damage.

### MATERIALS

1. All fill shall be of approved on-site soils supplemented by imported soil, if necessary. Approved on-site soils are defined as; on-site, free of rubble, rubbish and vegetation, sampled and approved by the Geotechnical Engineer prior to use. Clods or hard lumps exceeding six inches (6") in final size shall not be allowed in any engineered fill. Excavated expansive clays, as identified by the Geotechnical Engineer, shall not be allowed in any engineered fill within the upper three feet (3') of proposed grades.
2. Imported soils shall meet above requirements, shall have a plasticity index not exceeding twelve (12) when tested in accordance with ASTM Specification D4318; and minimum "R" value of 40; and a six inch (6") maximum particle size.

### LAYOUT

1. All Staking and Layout Work required for work included under this section shall be the responsibility of the Contractor. He shall establish any and all reference points, lay out his work, and be responsible for all lines, elevations, measurements and other grading operations.

2. Layout and Preparation: Prior to the beginning of any grading, excavation or trenching operations, layout all work, establish grades, locate existing underground utilities, set necessary markers and stakes, set up necessary barricades and protection facilities as outlined under the Sacramento County Standard specifications, and be responsible for their correctness and adequacy.

**SITE PREPARATION**

Clear and prepare the site for future construction to the limits indicated on the drawings.

1. All debris and materials from the clearing operations shall become the Contractor's property and shall be removed from the site.
2. All existing, rubbish, loose and/or saturated soils, shall be removed and disposed of so as to leave areas that have been disturbed with a neat and finished appearance, free from unsightly debris.

**EXCAVATIONS**

Excavations shall be restored to proposed elevations by the placement of engineered fill and compacted to a minimum of 90% of dry density.

Dewatering Site:

1. Any water which accumulates in excavations shall be drained promptly, by appropriate means.
2. Grading is to be controlled in the vicinity of buildings and other structures so that the surface of the ground will be properly sloped to prevent water from running into excavated areas or creating adverse drainage conditions.

Unsuitable soil: Any errors in excavation or soft soil found when excavating shall be reported to The City of Rancho Cordova and Engineer. In no case shall work be completed on any such soft, unsuitable surface. Restore excavations to proper elevation with engineered fill material compacted to a minimum of 90% of dry density.

**FILLING AND BACKFILLING**

Fill Material:

1. General: Selected engineered fill soils shall be placed in layers which, when compacted, shall not exceed 12" in thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity.
2. Moisture Content: When moisture content of engineered fill soils is below that required to achieve specified density, add and mix water until optimum moisture content is achieved. When moisture content is above optimum, aerate by blading or other methods until moisture content is near optimum.
3. Compaction: After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to 90% of maximum dry density at optimum moisture content. Compact each layer over its entire area until desired density has been obtained.
4. Control of Compaction: All engineered fill and backfill operations shall be conducted under supervision of Project Geotechnical Engineer or his representative. Field density tests will be made to check compaction of engineered fill soils. If moisture or density is not satisfactory, Contractor will be

required to change equipment or procedure or both, as required to obtain specified densities. Notify Project Geotechincal Engineer at least 24 hours in advance of any filling operation.

**FINISH GRADING**

Upper 12" of all final grades shall be brought to uniform moisture content and shall be uniformly compacted to not less than 90% of ASTM D1557 maximum dry density.

**FIELD QUALITY CONTROL**

RETESTING: Make necessary corrections to work that is not in conformance with specified requirements and retest at Contractors expense.

**SITE CLEANING**

1. Job maintenance: The premises shall be kept free from accumulation of waste and rubbish. At the completion of the work and as necessary during the progress of the work remove from the premises all surplus materials, rubbish and debris. Rubbish shall not be buried or burned on the site.
2. Surplus material: filling operation shall be continued as specified, until fill has been brought to finished slopes and grades as shown on Plan. Excavated material not required for grading or backfill is to be removed from site.
3. Cleaning: Remove from areas under floor slabs and fill all vegetation, wood, form lumber, casual lumber, and shavings, in contract with ground, buried wood not permitted in any fill.

# APPENDIX A

## FEDERAL REQUIREMENTS FOR FEDERAL OR FEDERALLY FINANCED CONSTRUCTION PROJECTS

# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects

**MINIMUM WAGES**

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, contact the Contracting Officer listed below:

San Joaquin County
Community Development Department
1810 E. Hazelton Avenue
Stockton, CA 95205
(209) 468-3021

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor**
**Employment Standards Administration**

WH Publication 1321
Revised January 1986
U.S. GOVERNMENT PRINTING OFFICE: 1986-477-[illegible]

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

# Federal Labor Standards Provisions

**U.S. Department of Housing and Urban Development**
Office of Labor Relations

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## PROVISIONS FOR ACCESS TO CONTRACTOR'S BOOKS

The City of Rancho Cordova, U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

## CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name _____

Project Number _____

This is to certify that the principles and the authorized payroll officer have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance, which will accompany our weekly certified payroll reports for this project.

Designated Payroll Officer (Name) _____

Designated Payroll Officer (Signature) _____

Authorized by (Contractor/Subcontractor) _____

_____

Signature Title

_____

(IRS) Employer Identification Number Date

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 04/30/2009

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

## CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Project Number: _____

| **Classification/Fringe Benefits Provided** | **Name, Address & Telephone Number of Plan/Fund/Program** |
|---|---|
| 1. _____ Health and Welfare | _____ |
| _____ Pension | _____ |
| _____ Vacation | _____ |
| _____ Apprenticeship Training | _____ |
| 2. _____ Health and Welfare | _____ |
| _____ Pension | _____ |
| _____ Vacation | _____ |
| _____ Apprenticeship Training | _____ |
| 3. _____ Health and Welfare | _____ |
| _____ Pension | _____ |
| _____ Vacation | _____ |
| _____ Apprenticeship Training | _____ |

**OR:** (Check if applicable)

_____ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

**PLEASE COMPLETE**

_____ by _____

Contractor/Subcontractor — Signature

_____ _____

Date — Title

## AUTHORIZATION FOR DEDUCTIONS

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employer and; (d) it is not otherwise forbidden by law.

| Employee's Name | Employee's Signature | Date | Type of Deduction | Deduction Amount |
|---|---|---|---|---|
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |

Signature of Authorized Representative of Employer

Authorized Representative's Name and Title

Date

## AUTHORIZATION FOR DEDUCTIONS

**SPONSOR/DEVELOPER/CONTRACTOR AFFIRMATIVE ACTION ACKNOWLEDGEMENT LETTER FOR EXECUTIVE ORDER 11246**

The undersigned acknowledges that the Affirmative Action requirements are in effect for the project indicated below.

The requirements will be incorporated into our plans and specifications and in all our contracts over $10,000 or open-end contracts to exceed $10,000.

We will submit a list of our contractors over $10,000 to the County within 10 working days from the date of award of the contract.

We will also submit copies of the contractor's and subcontractor's monthly reports to the County to arrive no later than the 5th day of each month.

| | |
|---|---|
| _____ | _____ |
| Signature and Title of SPONSOR/DEVELOPER | Signature and Title of PRIME CONTRACTOR |
| For _____ | For _____ |
| Name of Company | Name of Company |
| _____ | _____ |
| Number and Street | Number and Street |
| _____ | _____ |
| City, State and Zip | City, State and Zip |

Project Number _____

Project Name _____

Project Location _____
City and Zip

This format meets the HUD requirements for Executive Order 11246.

Sign and submit this letter to the office of the HUD Grantee administering your contract.

The following Notice shall be included in and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director.

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to Federal Construction Contractors Affirmative Action Requirements, 41 C.F.R. pt. 60-4, and to the Affirmative Action and Equal Opportunity clause.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

| Time Tables | Goals for Minority Participation in Each Trade | Goals for Female Participation in Each Trade |
|---|---|---|
| | 16.1% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 C.F.R. pt. 60-4 shall be based on its implementation of the Affirmative Action and Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. § 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade; and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, Executive Order 11246, and the regulations in 41 C.F.R. pt. 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city.

City of Rancho Cordova, Sacramento County, California

## CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

**COVERED AREA:** _____

**MONTH OF:** _____

| Subcontractor's Name/Address | Contract Project Number | Contract Amount | Start Date (Estimate) | Completion Date (Estimate) | Crafts to be Covered |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned hereby certifies that: (a) The Equal Opportunity Clauses are indicated in each of the Listed Subcontracts; (b) Each subcontractor or lower tier subcontractor has been notified in writing prior to their beginning construction, of his respective obligations under the Affirmative Action Requirements, if applicable.

By: _____
Signature

_____
Printed Name and Title

_____
Contractor Name

_____
Contractor Address

Monthly Employment Utilization Report

# U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs

**This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.**

| 1. Covered Area (SMSA or EA) | 2. Employers I.D. No. | OMB No. 1215-01633<br>Expires: 12/13/92 |
|---|---|---|
| | | |

| 3. Current Goals<br>Minority<br>Female | 4. Reporting Period<br>From<br>To | Name and Location of Contractor | Federal Funding Agency |
|---|---|---|---|
| | | | |

| 5. CONSTRUCTION TRADE | Classifications | 6. TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS | | | | | | | | | | 7, Minority Percentage | 8. Female Percentage | 9. Total Number of Employees | | 10. Total Number of Minority Employees | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 6a. Total All Employees By Trade | | 6b. Black (Not of Hispanic Origin) | | 6c. Hispanic | | 6d. Asian or Pacific Islander | | 6e. American Indian or Native American | | | | | | | |
| | | M | F | M | F | M | F | M | F | M | F | | | M | F | M | F |
| | Journey Worker | | | | | | | | | | | | | | | | |
| | Apprentice | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | |
| | Sub-Total | | | | | | | | | | | | | | | | |
| | Journey Worker | | | | | | | | | | | | | | | | |
| | Apprentice | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | |
| | Sub-Total | | | | | | | | | | | | | | | | |
| | Journey Worker | | | | | | | | | | | | | | | | |
| | Apprentice | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | |
| | Sub-Total | | | | | | | | | | | | | | | | |
| | Journey Worker | | | | | | | | | | | | | | | | |
| | Apprentice | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | |
| | Sub-Total | | | | | | | | | | | | | | | | |
| | Journey Worker | | | | | | | | | | | | | | | | |
| | Apprentice | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | |
| | Sub-Total | | | | | | | | | | | | | | | | |
| Total Journey Worker | | | | | | | | | | | | | | | | | |
| Total Apprentices | | | | | | | | | | | | | | | | | |
| Total Trainees | | | | | | | | | | | | | | | | | |
| Grand Total | | | | | | | | | | | | | | | | | |

| 11. Company Official's Signature and Title | 12. Telephone Number (Include area code) | 13. Date Signed | Page<br>of |
|---|---|---|---|
| | | | |

Form CC-257
Rev. Jan. 1992

## CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN COVERED AREA

COVERED AREA: _____ CONTRACTOR'S NAME: _____

DATE: _____ ADDRESS: _____

_____

### WORK IN PROCESS – FEDERAL FUNDS

| NAME OF FUNDING AGENCY | PROJECT NAME AND LOCATION* | PROJECT NUMBER | DOLLAR AMOUNT | START DATE | COMPLETION DATE |
|---|---|---|---|---|---|

### WORK IN PROCESS – NON FEDERAL FUNDS

| CONTRACT WITH WHICH AGENCY | PROJECT NAME AND LOCATION* | PROJECT NUMBER | DOLLAR AMOUNT | START DATE | COMPLETION DATE |
|---|---|---|---|---|---|

*Location must include street address and city.

This format meets the requirements of E.O. 11246, as amended, 5/8/78.

## SUSPENSION OR TERMINATION OF CONTRACT

If at any time in the opinion of the County or City, upon recommendation of the Engineer,

1. Contractor fails to conform to the requirements of this Contract; or
2. Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; or
3. Any legal proceeding is commenced against Contractor which may interfere with the performance of the Contract; or
4. The Contractor has failed to supply and adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract;

Notice thereof in writing will be served upon him/her, and should he/she neglect or refuse to provide means for satisfactory compliance with the Contract, as directed by the Engineer within the time specified in such notice, the County or City in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the County or City may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the County or City or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, appliances and equipment, any buy such additional materials and supplies at the Contractor's expense as any be necessary for the proper conduct of the work and for the completion thereof; or he/she may employ other workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner as the County or City may deem proper; or the County or City may annual and cancel or terminate the Contract and re-let the work or any part thereof. Any excess of cost arising there from over and above the Contract price will be charged against the Contractor and his/her sureties, who will be liable therefore. In the vent of such suspension, all monies due the Contractor or retained under the terms of this forfeiture will not release the Contractor or his/her sureties from liability or failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operation of the contract and completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid. In the event of any such termination, Contractor shall vacate the sit of the work, but shall not remove any materials, plants or 3wquipment without the prior approval of the Engineer.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the County or City shall be binding on all parties to the Contract.

## CLEAN AIR ACT OF 1970 AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq.), and the regulations thereunder (40 CFR Part 15).

## WAGE DECISION

All laborers of contractors and sub-contractors shall be paid based on wage rates not less than those contained in the wage determination decision of the Secretary of Labor (a copy of which is attached). The wage rates shall be posted at appropriate and conspicuous points at the site of the work.

Any Additional Classification and/or rate must be approved by HUD Labor Relations Officer. HUD Form 4230A is included for your use.

Please see Specifications for the appropriate wage decision for this project. In cases where rates are listed in the original Wage Decision and also as attached modifications, those rates listed in the modification s shall always supersede those in the original Decision.

## ENFORCEMENT OF LABOR STANDARDS COMPLIANCE EMPLOYEE INTERVIEWS

Interviews will be conducted by County or City staff of employees in all classifications on this project. The interviews will take place during working hours on the job, provided that the interview can be properly and privately conducted on the premises, and will be arranged to cause the least inconvenience to the employer and employee.

## GENERAL CONTRACTORS CHECKLIST FOR CONTRACT COMPLIANCE

The following checklist will spell out the responsibilities of contractors and subcontractors. Review of the checklist on an ongoing basis, should ensure compliance and reporting expectations. Any questions regarding these requirements should be directed to the Project Contracting Officer.

1. Have you physically inserted a HUD-4010 and complete wage decision in all subcontractors bid packages? Have you instructed all subcontractors to do the same?

2. Have you posted the complete wage decision and Notice to all Employees Poster in a place that is easily seen by project laborers and mechanics?

3. Have you received and submitted to the County or City the "Authorization to Execute the Weekly Statement of Compliance (FR-4) form?

4. If a payroll other than the WH-347 is being used, has it been approved by the County or City?

5. Are you receiving and submitting, no later than 7 days after the end of the payr periods, payrolls from each project employer of laborers and mechanics, or statement of non-performance, where applicable?

6. Are payrolls numbered consecutively and dated correctly?

7. Are payrolls being submitted for a 7 day period?

8. Has each employee's address and Social Security Number been entered the first time his/her name appears on the payroll?

9. Do all classifications for the project appear on the Project Rate Sheet? Where applicable, "Group" classifications must be reported.

10. If an employee is classified as an apprentice or trainee, has the State documentation be submitted to the County or City?

11. Are the dates, days and hours worked for each employee recorded correctly?

12. Does the wage rate for each employee meet or exceed the rate for their classification in the Wage Decision?

13. If overtime is being performed, is the wage rate paid at least minimum required?

14. If an employee is working in more than one classification, have the split classification requirements been followed?

15. If fringe benefits are being paid to a third-party fund, has their identity been submitted to the County or City?

16. Are payroll deductions being identified>

17. Are payroll deductions permissible?

18. Where necessary, has an Employee Authorization for Payroll Deduction form been submitted to the County or City?

## GENERAL CONTRACTORS CHECKLIST FOR CONTRACT COMPLIANCE

19. Has the Weekly Statement of Compliance been manually executed.

20. Are Working subcontractors, who have employees, reporting themselves to their payroll submissions?

21. Are working subcontractors, who have NO employees, being reported on Contractor's payrolls?

PREVENT LABOR STANDARDS NON-COMPLIANCE. MAKE SURE EACH SUBCONTRACTOR HAS RECEIVED THE LABOR PROVISIONS TO THE CONTRACT AND THE PROJECT WAGE DECISION.

## SUBCONTRACTORS CHECKLIST FOR CONTRACT COMPLIANCE

The following checklist will spell out the responsibilities of contractors and subcontractors. Review of the checklist on an ongoing basis, should ensure compliance and reporting expectations. Any questions regarding these requirements should be directed to the Project Contracting Officer.

1. Does your subcontract have a HUD 4010 "Supplementary Conditions to theContract for Labor Provisions"?

2. Does your subcontract have a copy of the complete U.S. Department of Labor Wage Decision?

3. If you have any sub-tier contractors, did you physically insert a HUD 4010 and the complete project wage decision?

4. Did you complete and submit to the general contractor and the County or City, and "Authorization to Complete the Weekly Statement of Compliance"?

5. If you are using a payroll reporting format other than the WH-347, has it been approved by the County or City?

6. Are you submitting your payroll no later than 7 days after the end of your payroll period?

7. Are payrolls numbered consecutively and dated correctly?

8. Are payrolls being submitted for a 7 day period?

9. Has each employee's address and Social Security Number been entered the first time his/her name appears on the payroll?

10. Do all classifications for the project appear on the Project Rate Sheet? Where applicable, "Group" classifications must be reported.

11. If an employee is classified as an apprentice or trainee, has the State documentation be submitted to the County or City?

12. Are the dates, days and hours worked for each employee recorded correctly?

13. Does the wage rate for each employee meet or exceed the rate for their classification in the Wage Decision?

14. If overtime is being performed, is the wage rate paid at least minimum required?

15. If an employee is working in more than one classification, have the split classification requirements been followed?

16. If fringe benefits are being paid to a third-party fund, has their identity been submitted to the County or City?

17. Are payroll deductions being identified.

## SUBCONTRACTORS CHECKLIST FOR CONTRACT COMPLIANCE

18. Are payroll deductions permissible?

19. Where necessary, has an Employee Authorization for Payroll Deduction Form (FR-6A) been submitted to the County or City?

20. Has the Weekly Statement of Compliance been manually executed.

21. Are working subcontractors, who have employees, reporting themselves to their payroll submissions?

22. Are working subcontractors, who have NO employees, being reported on Contractor's payrolls?

PREVENT LABOR STANDARDS NON-COMPLIANCE. MAKE SURE EACH SUBCONTRACTOR HAS RECEIVED THE LABOR PROVISIONS TO THE CONTRACT AND THE PROJECT WAGE DECISION.

# Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing and Urban Development**
Office of Housing
Federal Housing Commissioner

**Department of Veterans Affairs**

OMB Control No. 2502-0029
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided**, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

| Firm Name and Address | By |
|---|---|
| | Title |

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Excerpt from HUD Regulations**

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

## STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participation in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participation in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such noticed may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the

availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meeting, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority, and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Documentation and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetable, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and Community Development Block Grant Program).

## SECTION 3 CONTRACT PROVISION

Section 135.38 Assurance of compliance with regulations

a. Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or removal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.

b. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974
(Applies to contracts and subcontracts in excess of $10,000)

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974. Section 402 requires that contractors take affirmative action to employ and advance in employment Vietnam and disabled Veterans.

Each agency and each contractor and subcontractor shall include the following affirmative action clause in each of its covered government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

   State and local government agencies holding Federal contracts of $10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

g. The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization for that opening.

h. As used in this clause: (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her

own organization.

i. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

k. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

l. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

m. The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

Section 503 of the Rehabilitation Act of 1973
(Applies to contracts and subcontracts in excess of $2,500)

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. Section 503 requires that contractors take affirmative action to employ and advance in employment qualified handicapped individuals.

a. The contractor will not discriminate against any employer or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursu7ant to section 503 of the Rehabilitation Act of 1973, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

# Contract and Subcontract Activity

**U.S. Department of Housing and Urban Development**

OMB Approval No.: 2535-0117 (exp. 12/31/2006)

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.
While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

**Privacy Act Notice -** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

| 1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency | Check if: PHA ☐ IHA ☐ | 2. Location (City, State, ZIP Code) |
|---|---|---|
| 3a. Name of Contact Person | 3b. Phone Number (Including Area Code) | 4. Reporting Period ☐ Oct. 1 - Sept. 30 (Annual-FY) |
| 5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code. | | 6. Date Submitted to Field Office |

| Grant/Project Number or HUD Case Number or other Identification of property, subdivision, dwelling unit, etc. 7a. | Amount of Contract or Subcontract 7b. | Type of Trade Code (See below) 7c. | Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d. | Woman Owned Business (Yes or No) 7e. | Prime Contractor Identification (ID) Number 7f. | Sec. 3 7g. | Subcontractor Identification (ID) Number 7h. | Sec. 3 7i. | Contractor/Subcontractor Name and Address 7j. Name | Street | City | State | Zip Code |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

**CPD:**
1 = New Construction
2 = Education/Training
3 = Other

**7c: Type of Trade Codes:**
**Housing/Public Housing:**
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

**7d: Racial/Ethnic Codes:**
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

**5: Program Codes** (Complete for Housing and Public and Indian Housing programs only):
1 = All Insured, including Section 8
2 = Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management
5 = Section 202
6 = HUD-Held (Management)
7 = Public/Indian Housing

Previous editions are obsolete.

form **HUD-2516** (8/98)

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than $10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7l. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

**Community Development Programs**

1. **Grantee:** Enter the name of the unit of government submitting this report.

3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

**7d. Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7l. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

**Multifamily Housing Programs**

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report.
3. **Contact Person:** Same as item 3 under CPD Programs.
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7l. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

**Public Housing and Indian Housing Programs**

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.
3. **Contact Person:** Same as item 3 under CPD Programs.
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7l. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

## MINORITY/WOMEN'S BUSINESS ENTERPRISE CERTIFICATION

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

| Name and Address of MBE/WBE Firms Contractor Anticipates Utilizing* | Category of Work | Dollar Value of Participation |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Please indicate whether business is owned by a minority or a woman.*

Total Bid Amount: _____

Total Subcontract Amount: _____

MBE/WBE Subcontract Amount: _____

Authorized Signature: _____ Date: _____

# APPENDIX B

## SECTION 3 CLAUSE FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS AT OR ABOVE $100,000

## SECTION 3 CLAUSE
## FOR CONSTRUCITON CONTRACTS AND SUBCONTRACTS
## AT OR ABOVE $100,000

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**Section 3 Numerical Goals/Targets:**

A. The target for new hires and training opportunities is thirty percent (30%) of the aggregate number of new hires.

B. The targets for contracts with Section 3 business concerns are ten percent (10%) of the total dollar amount for construction contracts, and three percent (3%) of the total dollar amount of all other contracts covered by Section 3.

## SECTION 3 ASSURANCES

[FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD]

1. I/We, the undersigned _____ (representative), as official representative of _____ (contractor) agree to comply with Section 3 requirements for the _____ (project). It is understood that failure to comply may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract. A copy of this executed form and the charts for hires and contractors will be provided to the city/county along with any back up documentation requested prior to execution of contract.

2. Complete for Staffing:

   A. How many **new full time** (permanent, temporary, seasonal) positions will be needed on this project? _____

   B. How many new employment training positions will be created? _____

   C. If New Hires and Employment Training will take place, how many positions are projected to be filled by local low income area residents? _____ (See goal below.)

      If new hires or employment training are anticipated then contractor must provide copies of outreach efforts, any preferences given, and any actual Section 3 hires completed. If there were no Section 3 residents hired or the goals were not met, then an explanation of why this happened will be provided.

   D. If new hires or training were made available, did contractor reach the 30% Section 3 goal/target? _____

SEE ATTACHED CHART WITH LIST OF ALL NEW HIRES/TRANIEES FOR THIS PROJECT

3. Complete for construction subcontractors and non-construction contracts:

   A. How many construction subcontractors will be utilized for this project? _____

   B. Of these subcontractors, how many are Section 3 subcontractors? _____

      1) Was the Section 3 goal/target of 10% of project dollar amount reached? _____

   C. How many non-construction contracts will be utilized? _____

   D. Of these, how many are Section 3 businesses? _____
      1) Was the Section 3 Goal/target of 3% of project dollar amount reached? _____

SEE ATTACHED CHART WITH LIST OF ALL CONTRACTORS HIRED FOR THIS PROJECT

Authorized Signature: _____ Date: _____

## SECTION 3 AFFIRMATIVE ACTION PLAN

[FORM MUST BE COMPLETED AND SUBMITTED ONLY IF NEW HIRES OR TRAINING POSITIONS ARE ANTICIPATED]

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act, _____ (Contractor) agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and

2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

The Contractor will initiate the following actions to insure utilization of lower-income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

1. The Contractor will establish and maintain a directory of service organization, job referral agencies, and manpower training programs operating within, or servicing, project area residents.

2. The Contractor will submit prior to the award of a contract a signed assurance that it will comply with Section 3 regulations and requirements.

3. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.

4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.

5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower-income resident training programs with which he is familiar.

6. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed, the reasons therefore (attached).

7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).

8. For each subcontract, the Prime Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.

9. The Contractor will not attempt to circumvent Section 3 provisions.

10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower-income project area residents; it will, as a minimum, provide evidence of the following:

    a. Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department and the Private Industry Council.

b. Maintain a list of all lower-income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.

11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.

12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

The Contractor fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract, and a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature: _____ Date: _____

## Section 3 Resident Eligibility Certification

The U.S. Department of Housing and Urban Development (HUD) monitors our hiring practices on Section 3-funded projects. It is important, therefore that the information below be provided. Please be aware that your response, though needed, is voluntary and has no affect on your employment status.

Because these questions are personal in nature, your answers will be treated with confidentiality. Thank you for assisting us.

Sincerely,

Cordova Recreation and Park District

---

1. Name: _____

   Address: _____

2. Number of individuals living in your household (include yourself):_____

3. Please circle the number of members in your household. Then circle whether your gross household income is more or less than the amount shown in that column. Gross income means the total income of everyone in your household before taxes and deductions are taken out.

| | **Number of Household Members** | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| **Does your household earn more or less than this amount?** | Less | Less | Less | Less | Less | Less | Less | Less |
| | $40.800 | $46,600 | $52,450 | $58,250 | $62,900 | $67,550 | $72,250 | $76,900 |
| | More | More | More | More | More | More | More | More |

4. Are you currently employed? _____ Yes _____ No

I certify that the statements made on this sheet are true, complete and correct to be best of my knowledge and belief, and made in good faith.

Signature: _____ Date: _____

## Section 3 Business Eligibility Certification

The U.S. Department of Housing and Urban Development (HUD) monitors our hiring practices on Section 3-covered projects. It is important, therefore that the information below be provided. Please be aware that your response, though needed, is voluntary and has no affect on your contracting.

Your answers will be treated with confidentiality. Thank you for assisting us.

Sincerely,

Cordova Recreation and Park District

---

Business Name: _____

Address: _____

1. Are 51% of the business owners qualified Section 3 Residents?_____ If **YES** stop, if **NO** proceed.

2. Are at least 30% of the employees Section 3 Residents (or were they when they started less three years ago)?_____ If **YES** then stop, if **NO** then proceed.

3. Will the business subcontract more than 25% of the proposed work under the contract to business concerns that meet the qualification set forth in number 1 & 2 above?_____ If **YES** stop, if **NO** proceed.

We currently do not qualify as a Section 3 business. _____

I certify that the statements made on this sheet are true, complete and correct to be best of my knowledge and belief, and made in good faith.

Signature: _____ Date: _____

## SECTION 3 PROJECT WORK FORCE BREAKDOWN

| Job Category | Total Positions Needed for Project | No. Positions Occupied by Permanent Employees | Number of Positions not Occupied | Number of Positions Filled by Section 3 Residents |
|---|---|---|---|---|
| Supervisor | | | | |
| Professional | | | | |
| Technical | | | | |
| Office/Cleric. | | | | |
| Others | | | | |
| TRADE: | | | | |
| Journeyman | | | | |
| Apprentices | | | | |
| Trainees | | | | |
| Others | | | | |
| TRADE: | | | | |
| Journeyman | | | | |
| Apprentices | | | | |
| Trainees | | | | |
| Others | | | | |

Section 3 Resident:
Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

_____
Company

_____
Project

_____
Project Number

Person Completing Form: _____

Date: _____

## SECTION 3 CONTRACTS/SUBCONTRACTS BREAKDOWN

| Type of Contract (Business or Professional) | Total Number | Total Approx. Dollar Amount | Estimated No. of Contracts to Section 3 Businesses | Estimated Dollar Amount to Sec. 3 Businesses |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NOTE:
This document is to be submitted by the contractor with bid documents.

_____
Company

_____
Project

_____
CDBG Grant Number

Person Completing Form:_____

Date:_____

# SECTION 3 BUSINESS UTILIZATION REPORT

Project No. _____ Total Dollar Amount of Contract _____ Federal ID No. _____

Name of Prime Contractor _____

Address _____

| Name of Subcontractor | Sec3* | Address/Telephone | Trade, Service, or Supply | Contract Amount | Award Date | Competitive or Negotiated Bid | Federal Identification No. |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

*Check if Section 3

Total Dollar Amount Awarded to
Section 3 Businesses $_____

NOTE: This report must be completed and submitted by the Contractor (monthly) with each payment request.

_____
Date

_____
Company

_____
Project

_____
Project Number

_____
Person Completing Form

# APPENDIX C

## DAVIS-BACON WAGE DETERMINATIONS

# Davis-Bacon WAGE DETERMINATIONS

The Davis-Bacon Wage Determinations contained on this web site are wage determinations issued by the U.S. Department of Labor under the *Davis-Bacon and related Acts*. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. **It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction** projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contracts(s). (*See 29 CFR 1.5 and 1.6(b)*)

Davis-Bacon wage Determinations can be located quickly and easily by:

[ Search All Determinations ]
[ Browse All Determinations By State ]
[ View Wage Determinations that will be modified next week ]
[ Browse Current Week's Modifications By Determination ]
[ Reference Material ] [ Helpful Hints ]

DOL DEPARTMENT OF LABOR ESA EMPLOYMENT STANDARDS ADMINISTRATION WHD WAGE HOUR DIVISION

Questions regarding Davis-Bacon Wage Determinations?
Contact Wage and Hour at dbra-faqs@fenix2.dol-esa.gov.

Questions or comments regarding this service? Contact the ***GPO Access*** **User Support Team**
by Internet e-mail at *gpoaccess@gpo.gov;*
by telephone at **1-202-512-1530** or **toll free at 1-888-293-6498**;
by fax at **1-202-512-1262**.

Docs Home GPO Home

General Decision Number: CA080009 10/09/2009 CA9

Superseded General Decision Number: CA20070009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---|---|
| 0 | 02/08/2008 |
| 1 | 02/15/2008 |
| 2 | 02/22/2008 |
| 3 | 02/29/2008 |
| 4 | 03/07/2008 |
| 5 | 03/21/2008 |
| 6 | 03/28/2008 |
| 7 | 04/04/2008 |
| 8 | 04/18/2008 |
| 9 | 06/20/2008 |
| 10 | 07/04/2008 |
| 11 | 07/11/2008 |
| 12 | 07/18/2008 |
| 13 | 08/01/2008 |
| 14 | 08/08/2008 |
| 15 | 08/15/2008 |
| 16 | 08/29/2008 |
| 17 | 09/12/2008 |
| 18 | 10/03/2008 |
| 19 | 10/31/2008 |
| 20 | 12/05/2008 |
| 21 | 01/02/2009 |
| 22 | 01/16/2009 |
| 23 | 02/06/2009 |
| 24 | 02/27/2009 |
| 25 | 03/06/2009 |
| 26 | 03/20/2009 |
| 27 | 05/01/2009 |
| 28 | 06/05/2009 |
| 29 | 06/12/2009 |
| 30 | 06/26/2009 |
| 31 | 07/03/2009 |
| 32 | 07/10/2009 |
| 33 | 07/24/2009 |
| 34 | 07/31/2009 |
| 35 | 08/21/2009 |
| 36 | 09/04/2009 |

37 10/02/2009
38 10/09/2009

* ASBE0016-001 08/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) | | |
| Area 1 | $ 51.73 | 15.21 |
| Area 2 | $ 41.08 | 15.21 |

ASBE0016-007 01/01/2009

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) | $ 29.60 | 5.40 |

* BOIL0549-002 01/01/2009

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | | |
| (1) Marin & Solano Counties | $ 40.17 | 22.32 |
| (2) Remaining Counties | $ 37.01 | 22.25 |

BRCA0003-001 08/01/2008

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 28.02 | 12.12 |

BRCA0003-004 05/01/2009

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,

SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | | |
| AREA 1 | $ 33.49 | 16.00 |
| AREA 2 | $ 38.73 | 18.97 |

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

---

BRCA0003-008 07/01/2008

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 28.81 | 10.61 |
| TERRAZZO WORKER/SETTER | $ 38.18 | 17.67 |

---

BRCA0003-010 04/01/2009

| | Rates | Fringes |
|---|---|---|
| TILE FINISHER | | |
| Area 1 | $ 21.08 | 8.62 |
| Area 2 | $ 21.16 | 11.02 |
| Area 3 | $ 21.34 | 10.89 |
| Area 4 | $ 20.83 | 10.37 |
| Tile Layer | | |
| Area 1 | $ 35.95 | 10.42 |
| Area 2 | $ 34.31 | 12.12 |
| Area 3 | $ 38.51 | 12.17 |
| Area 4 | $ 35.35 | 12.12 |

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

---

BRCA0003-014 08/01/2008

| | Rates | Fringes |
|---|---|---|
| MARBLE MASON | $ 39.22 | 18.58 |

---

CARP0034-001 07/01/2009

| | Rates | Fringes |
|---|---|---|
| Diver | | |
| Assistant Tender, ROV Tender/Technician | $ 35.75 | 24.16 |
| Diver standby | $ 40.33 | 24.16 |
| Diver Tender | $ 39.33 | 24.16 |
| Diver wet | $ 80.66 | 24.16 |
| Manifold Operator (mixed gas) | $ 44.33 | 24.16 |
| Manifold Operator (Standby) | $ 39.33 | 24.16 |

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

---

CARP0034-003 07/01/2009

| | Rates | Fringes |
|---|---|---|
| Piledriver | $ 35.75 | 24.16 |

---

CARP0035-001 08/01/2009

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

| | Rates | Fringes |
|---|---|---|
| Drywall Installers/Lathers: | | |
| Area 1 | $ 36.50 | 21.40 |

| | | |
|---|---|---|
| Area 3 | $ 30.22 | 21.40 |
| Area 4 | $ 29.77 | 21.40 |
| Drywall Stocker/Scrapper | | |
| Area 1 | $ 18.25 | 13.29 |
| Area 3 | $ 15.11 | 13.29 |
| Area 4 | $ 14.89 | 13.29 |

---

CARP0035-004 07/01/2009

AREA 1: Marin, Napa, Solano, Sonoma Counties

AREA 3: Sacramento

AREA 4: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba counties

| | Rates | Fringes |
|---|---|---|
| Carpenters: | | |
| AREA 1: | | |
| (1) Carpenter | $ 36.50 | 20.96 |
| (2) Hardwood Floor Layer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 36.65 | 20.96 |
| (3) Bridge Builder | $ 36.50 | 20.96 |
| (4) Millwright | $ 36.60 | 22.55 |
| AREA 3: | | |
| (1) Carpenter | $ 29.72 | 20.96 |
| (2) Hardwood Floor Layer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 29.87 | 20.96 |
| (3) Bridge Builder | $ 36.50 | 20.96 |
| (4) Millwright | $ 32.22 | 22.55 |
| AREA 4: | | |
| (1) Carpenter | $ 29.27 | 20.96 |
| (2) Hardwood Floor Layer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 29.42 | 20.96 |
| (3) Bridge Builder | $ 36.50 | 20.96 |
| (4) Millwright | $ 31.77 | 22.55 |

---

CARP0035-010 07/01/2009

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba Counties

| | Rates | Fringes |
|---|---|---|

Modular Furniture Installer

| | | |
|---|---|---|
| Area 1 | | |
| Installer I | $ 21.60 | 13.89 |
| Installer II | $ 18.17 | 13.89 |
| Lead Installer | $ 25.05 | 14.39 |
| Master Installer | $ 29.27 | 14.39 |
| Area 2 | | |
| Installer I | $ 18.00 | 13.89 |
| Installer II | $ 15.23 | 13.89 |
| Lead Installer | $ 20.80 | 14.39 |
| Master Installer | $ 24.22 | 14.39 |

---

ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 29.87 | 3%+11.95 |
| Technician | $ 34.01 | 3%+11.95 |

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

---

ELEC0180-001 06/01/2009

NAPA AND SOLANO COUNTIES

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 45.84 | 3%+17.91 |
| ELECTRICIAN | $ 40.75 | 3%+17.91 |

---

ELEC0340-002 12/01/2008

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Sound & Communications | | |

| | | |
|---|---|---|
| Installer | $ 24.13 | 3%+9.60 |
| Sound & Communications Technician | $ 27.75 | 3%+9.60 |

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

---

ELEC0340-003 06/01/2009

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Remaining area | $ 38.43 | 3%+11.40 |
| Sierra Army Depot, Herlong | $ 48.04 | 3%+11.40 |
| Tunnel work | $ 40.35 | 3%+11.40 |

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

---

ELEC0401-005 04/01/2004

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 27.00 | 9.83 |

---

ELEC0551-004 06/01/2008

MARIN AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 42.33 | 3%+12.68 |

---

ELEC0659-006 01/01/2009

MODOC and SISKIYOU COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 29.78 | 3%+13.05 |

---

ELEC0659-008 08/01/2009

MODOC & SISKIYOU COUNTIES

| | Rates | Fringes |
|---|---|---|
| Line Construction | | |
| (1) Cable Splicer | $ 46.41 | 12.39 |
| (2) Lineman, Pole Sprayer, Heavy Line Equipment Man | $ 41.44 | 12.28 |
| (3) Tree Trimmer | $ 29.12 | 9.43 |
| (4) Line Equipment Man | $ 35.64 | 9.86 |
| (5) Powdermen, | | |

Jackhammermen.....$ 31.08 9.48
(6) Groundman.....$ 29.01 9.42

---

ELEC1245-004 06/01/2009

ALL COUNTIES EXCEPT MODOC & SISKIYOU

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 44.47 | 13.11 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) | $ 35.52 | 12.07 |
| (3) Groundman | $ 27.17 | 11.82 |
| (4) Powderman | $ 39.71 | 12.23 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0008-001 01/01/2009

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 53.66 | 18.285 |

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

---

ENGI0003-008 07/01/2009

| | Rates | Fringes |
|---|---|---|
| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) | | |
| AREA 1: | | |
| (1) Leverman | $ 38.94 | 22.58 |
| (2) Dredge Dozer; Heavy duty repairman | $ 33.98 | 22.58 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 32.86 | 22.58 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 29.56 | 22.58 |
| AREA 2: | | |
| (1) Leverman | $ 40.94 | 22.58 |

(2) Dredge Dozer; Heavy duty repairman.....$ 35.98 22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....$ 34.86 22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 31.56 22.58

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

---

ENGI0003-018 06/29/2009

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR (AREA 1:) | | |

| | | |
|---|---|---|
| GROUP 1 | $ 37.77 | 21.69 |
| GROUP 2 | $ 36.24 | 21.69 |
| GROUP 3 | $ 34.76 | 21.69 |
| GROUP 4 | $ 33.38 | 21.69 |
| GROUP 5 | $ 32.11 | 21.69 |
| GROUP 6 | $ 30.79 | 21.69 |
| GROUP 7 | $ 29.65 | 21.69 |
| GROUP 8 | $ 28.51 | 21.69 |
| GROUP 8-A | $ 28.30 | 21.69 |
| POWER EQUIPMENT OPERATOR (Cranes and Attachments - AREA 1:) | | |
| GROUP 1 | | |
| Cranes | $ 38.65 | 21.69 |
| Oiler | $ 29.39 | 21.69 |
| Truck crane oiler | $ 31.68 | 21.69 |
| GROUP 2 | | |
| Cranes | $ 36.89 | 21.69 |
| Oiler | $ 29.18 | 21.69 |
| Truck crane oiler | $ 31.42 | 21.69 |
| GROUP 3 | | |
| Cranes | $ 35.14 | 21.69 |
| Hydraulic | $ 30.79 | 21.69 |
| Oiler | $ 28.90 | 21.69 |
| Truck Crane Oiler | $ 31.18 | 21.69 |
| POWER EQUIPMENT OPERATOR (Piledriving - AREA 1:) | | |
| GROUP 1 | | |
| Lifting devices | $ 38.99 | 21.69 |
| Oiler | $ 29.73 | 21.69 |
| Truck crane oiler | $ 32.01 | 21.69 |
| GROUP 2 | | |
| Lifting devices | $ 37.17 | 21.69 |
| Oiler | $ 29.46 | 21.69 |
| Truck Crane Oiler | $ 31.76 | 21.69 |
| GROUP 3 | | |
| Lifting devices | $ 35.49 | 21.69 |
| Oiler | $ 29.24 | 21.69 |
| Truck Crane Oiler | $ 31.47 | 21.69 |
| GROUP 4 | $ 33.72 | 21.69 |
| GROUP 5 | $ 31.08 | 21.69 |
| GROUP 6 | $ 28.85 | 21.69 |
| POWER EQUIPMENT OPERATOR (Steel Erection - AREA 1:) | | |
| GROUP 1 | | |
| Cranes | $ 39.62 | 21.69 |
| Oiler | $ 30.07 | 21.69 |
| Truck Crane Oiler | $ 32.30 | 21.69 |
| GROUP 2 | | |
| Cranes | $ 37.85 | 21.69 |
| Oiler | $ 29.80 | 21.69 |
| Truck Crane Oiler | $ 32.08 | 21.69 |
| GROUP 3 | | |
| Cranes | $ 36.37 | 21.69 |
| Hydraulic | $ 31.42 | 21.69 |
| Oiler | $ 29.58 | 21.69 |
| Truck Crane Oiler | $ 31.81 | 21.69 |
| GROUP 4 | $ 34.35 | 21.69 |
| GROUP 5 | $ 33.05 | 21.69 |
| POWER EQUIPMENT OPERATOR | | |

(Tunnel and Underground Work
- AREA 1:)

| | | |
|---|---|---|
| SHAFTS, STOPES, RAISES: | | |
| GROUP 1 | $ 33.87 | 21.69 |
| GROUP 1-A | $ 36.34 | 21.69 |
| GROUP 2 | $ 32.61 | 21.69 |
| GROUP 3 | $ 31.28 | 21.69 |
| GROUP 4 | $ 30.14 | 21.69 |
| GROUP 5 | $ 29.00 | 21.69 |
| UNDERGROUND: | | |
| GROUP 1 | $ 33.77 | 21.69 |
| GROUP 1-A | $ 36.24 | 21.69 |
| GROUP 2 | $ 32.51 | 21.69 |
| GROUP 3 | $ 31.18 | 21.69 |
| GROUP 4 | $ 30.04 | 21.69 |
| GROUP 5 | $ 28.90 | 21.69 |

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels,

etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

---

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons;

Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

---

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

---

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

---

ENGI0003-019 06/30/2008

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1 | $ 28.11 | 20.26 |
| AREA 2 | $ 30.11 | 20.26 |
| GROUP 2 | | |
| AREA 1 | $ 24.51 | 20.26 |
| AREA 2 | $ 26.51 | 20.26 |
| GROUP 3 | | |
| AREA 1 | $ 19.90 | 20.26 |
| AREA 2 | $ 21.90 | 20.26 |

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

---

IRON0002-004 07/01/2009

| | Rates | Fringes |
|---|---|---|
| Ironworkers: | | |
| Fence Erector | $ 26.58 | 15.24 |
| Ornamental, Reinforcing and Structural | $ 33.00 | 23.71 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

---

LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | | |
| Areas A & B | $ 18.08 | 6.60 |
| LABORER (Lead Removal) | | |
| Area A | $ 34.15 | 6.11 |
| Area B | $ 33.15 | 6.11 |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

---

LABO0067-003 07/01/2008

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | | |
| Area A | $ 25.89 | 14.13 |
| Area B | $ 24.89 | 14.13 |
| Traffic Control Person I | | |
| Area A | $ 26.19 | 14.13 |
| Area B | $ 25.19 | 14.13 |
| Traffic Control Person II | | |
| Area A | $ 23.69 | 14.13 |

Area B.....$ 22.69 14.13

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

---

LABO0067-006 06/29/2009

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 27.84 | 14.93 |
| GROUP 1 | $ 27.14 | 14.93 |
| GROUP 1-a | $ 27.36 | 14.93 |
| GROUP 1-c | $ 27.19 | 14.93 |
| GROUP 1-e | $ 27.69 | 14.93 |
| GROUP 1-f | $ 27.72 | 14.93 |
| GROUP 1-g (Contra Costa County) | $ 27.34 | 14.93 |
| GROUP 2 | $ 26.99 | 14.93 |
| GROUP 3 | $ 26.89 | 14.93 |
| GROUP 4 | $ 20.58 | 14.93 |
| See groups 1-b and 1-d under laborer classifications. | | |
| Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 26.84 | 14.93 |
| GROUP 1 | $ 26.14 | 14.93 |
| GROUP 1-a | $ 26.36 | 14.93 |
| GROUP 1-c | $ 26.19 | 14.93 |
| GROUP 1-e | $ 26.69 | 14.93 |
| GROUP 1-f | $ 26.72 | 14.93 |
| GROUP 2 | $ 25.99 | 14.93 |
| GROUP 3 | $ 25.89 | 14.93 |
| GROUP 4 | $ 19.58 | 14.93 |
| See groups 1-b and 1-d under laborer classifications. | | |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1 | $ 28.10 | 14.93 |
| GROUP 2 | $ 27.60 | 14.93 |
| GROUP 3 | $ 27.01 | 14.93 |
| GROUP 4 | $ 26.89 | 14.93 |
| Laborers: (GUNITE - AREA B:) | | |
| GROUP 1 | $ 27.10 | 14.93 |
| GROUP 2 | $ 26.60 | 14.93 |

| | | |
|---|---|---|
| GROUP 3 | $ 26.01 | 14.93 |
| GROUP 4 | $ 25.89 | 14.93 |
| Laborers: (WRECKING - AREA A:) | | |
| GROUP 1 | $ 27.14 | 14.93 |
| GROUP 2 | $ 26.99 | 14.93 |
| Laborers: (WRECKING - AREA B:) | | |
| GROUP 1 | $ 26.14 | 14.93 |
| GROUP 2 | $ 25.99 | 14.93 |
| Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 26.89 | 14.93 |
| (2) Establishment Warranty Period | $ 20.58 | 14.59 |
| Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:) | | |
| (1) New Construction | $ 25.89 | 14.93 |
| (2) Establishment Warranty Period | $ 19.58 | 14.59 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

---

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

---

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

---

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

---

LABO0067-010 06/29/2009

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 33.35 | 14.93 |
| GROUP 2 | $ 33.12 | 14.93 |
| GROUP 3 | $ 32.87 | 14.93 |
| GROUP 4 | $ 32.42 | 14.93 |
| GROUP 5 | $ 31.88 | 14.93 |
| Shotcrete Specialist | $ 33.87 | 14.93 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

---

LABO0073-001 07/01/2007

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 26.17 | 12.68 |

---

LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Brick) | | |
| Mason Tender-Brick | $ 27.28 | 14.93 |

---

LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 27.03 | 14.93 |

---

LABO0291-001 07/01/2009

MARIN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 28.28 | 14.93 |

---

PAIN0016-004 01/01/2009

MARIN, NAPA, SOLANO & SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 33.80 | 15.32 |

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

---

PAIN0016-005 07/01/2009

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | $ 37.03 | 14.28 |

---

PAIN0016-007 01/01/2009

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains),

PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 30.07 | 11.86 |

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

---

PAIN0016-008 07/01/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 42.66 | 14.32 |

---

PAIN0169-004 07/01/2009

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 40.76 | 16.91 |

---

* PAIN0567-001 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Brush and Roller | $ 24.89 | 7.85 |
| Spray Painter & Paperhanger | $ 25.74 | 7.85 |

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

---

PAIN0567-007 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 26.41 | 9.85 |

---

PAIN0567-010 07/01/2009

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|---|---|---|
| Drywall | | |
| (1) Taper | $ 26.54 | 8.95 |
| (2) Steeplejack - Taper, over 40 ft with open space below | $ 28.04 | 8.95 |

---

PAIN0767-004 01/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 33.28 | 15.70 |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

---

PAIN1176-001 07/01/2008

HIGHWAY IMPR0VEMENT

| | Rates | Fringes |
|---|---|---|
| Parking Lot Striping/Highway Marking: | | |

GROUP 1.....$ 28.11 13.12
GROUP 2.....$ 22.90 13.12
GROUP 3.....$ 22.18 13.12

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

---

PAIN1237-001 07/01/2009

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 30.19 | 12.89 |

---

PLAS0300-003 07/01/2009

| | Rates | Fringes |
|---|---|---|
| PLASTERER | | |
| AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties | $ 32.82 | 15.10 |
| AREA 355: Marin, Napa & Sonoma Counties | $ 32.82 | 15.30 |

---

PLAS0300-005 07/01/2006

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 25.88 | 15.03 |

---

PLUM0038-002 07/01/2009

MARIN AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | | |

(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, and schools.....$ 40.03 32.23
(2) All other work.....$ 47.11 34.39

---

PLUM0038-006 07/01/2009

MARIN & SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Landscape/Irrigation Fitter (Underground/Utility Fitter) | $ 40.03 | 28.43 |

---

PLUM0228-001 07/01/2009

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 34.90 | 18.78 |

---

PLUM0343-001 07/01/2009

NAPA AND SOLANO COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Light Commercial | $ 30.60 | 17.10 |
| All Other Work | $ 43.70 | 20.25 |

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

---

PLUM0350-001 01/01/2007

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake

Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 25.93 | 15.02 |

PLUM0355-001 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Underground Utility Worker /Landscape Fitter | $ 27.35 | 6.85 |

PLUM0442-003 07/01/2009

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 34.90 | 18.78 |

PLUM0447-001 07/01/2009

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Journeyman | $ 39.82 | 15.65 |
| Light Commercial Work | $ 29.78 | 9.57 |

ROOF0081-006 08/01/2007

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Roofer | $ 28.95 | 12.65 |

ROOF0081-007 08/01/2007

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Roofer | $ 22.82 | 13.88 |

SFCA0483-003 08/03/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (Fire Sprinklers) | $ 48.09 | 19.95 |

SFCA0669-003 01/01/2009

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 32.65 | 16.05 |

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sheet Metal Worker | | |
| Mechanical Contracts | | |
| $200,000 or less | $ 43.32 | 26.40 |
| All other work | $ 47.73 | 26.67 |

SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Metal Decking and Siding only) | $ 33.43 | 24.31 |

SHEE0162-006 07/01/2009

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 36.31 | 21.61 |

SHEE0162-007 07/01/2009

ALPINE COUNTY

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | $ 31.06 | 19.68 |

SHEE0162-008 07/01/2005

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sheet Metal Worker (Metal decking and siding only) | $ 32.84 | 15.20 |

SHEE0162-014 07/01/2009

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| Mechanical Jobs $200,000 & under | $ 27.90 | 20.89 |
| Mechanical Jobs over $200,000 | $ 36.31 | 21.61 |

TEAM0094-001 07/01/2009

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 27.13 | 18.99 |
| GROUP 2 | $ 27.43 | 18.99 |
| GROUP 3 | $ 27.73 | 18.99 |
| GROUP 4 | $ 28.08 | 18.99 |
| GROUP 5 | $ 28.43 | 18.99 |

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit

mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

# APPENDIX D

## BID FORMS FOR URBAN INFILL DEMOLITION PROJECT

**CITY OF RANCHO CORDOVA**

**DEPARTMENT OF ECONOMIC DEVELOPMENT**

---

# BID

FOR

# DEMOLITION

IN

# RANCHO CORDOVA, CALIFORNIA

---

---

**Bid Opening Date: 3:00 PM, December 22, 2009**

# TABLE OF CONTENTS


**Page No.**

BID ..... 3

BID ITEM LIST ..... 5

LIST OF SUBCONTRACTORS ..... 6

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION ..... 7

PUBLIC CONTRACT CODE (Statements, Questionnaire and Non-collusion Affidavit) ..... 8

NONCOLLUSION AFFIDAVIT ..... 9

DEBARMENT AND SUSPENSION CERTIFICATION ..... 10

NONLOBBYING CERTIFICATION ..... 11

DISCLOSURE OF LOBBYING ACTIVITIES ..... 12

BIDDER'S BOND ..... 16

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER ..... 18

CERTIFICATION OF COMPLIANCE WITH CORT ORDERED CHILD SUPPORT ..... 19

SAMPLE CONTRACT ..... 20

PAYMENT BOND ..... 23

PERFORMANCE BOND ..... 25

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) PART I (12-G) ..... 27

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) PART II (12-G) ..... 28

# BID TO THE CITY OF RANCHO CORDOVA

## DEPARTMENT OF ECONOMIC DEVELOPMENT

**NAME OF CONTRACTOR** _____

**BUSINESS P.O. BOX** _____

**CITY, STATE, ZIP** _____

**BUSINESS STREET ADDRESS** _____

*(Please include even if P.O. Box used)*

**CITY, STATE, ZIP** _____

**TELEPHONE NO:** **AREA CODE (  )** _____

**FAX NO:** **AREA CODE (  )** _____

**CONTRACTOR LICENSE NO.** _____

**BIDDER'S** **NAME AND TITLE:** _____

**SIGNATURE:** _____

The work for which this bid is submitted is for demolition in conformance with the special provisions (including the payment of not less than the Federal prevailing wage rates), the project plans described below, including any addenda thereto, and the contract annexed hereto.

The special provisions for the work to be done are dated November 23, 2009 and are entitled:

**CITY OF RANCHO CORDOVA**
**DEPARTMENT OF ECONOMIC DEVELOPMENT**
**NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR**

*URBAN INFILL DEMOLITION*

**IN**

*RANCHO CORDOVA, CALIFORNIA*

The project plans for the work to be done were approved November 23, 2009 and are entitled:

**CITY OF RANCHO CORDOVA**
**DEPARTMENT OF ECONOMIC DEVELOPMENT**
**PROJECT PLANS FOR**

*URBAN INFILL DEMOLITION*

**IN**

*RANCHO CORDOVA, CALIFORNIA*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth an individual price for each phase of the project and a total for the entire project in lump sum. All submissions should be in clearly legible figures in the respective spaces provided for that purpose.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF RANCHO CORDOVA*, and that discretion will be exercised in the manner deemed by the *CITY OF RANCHO CORDOVA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF RANCHO CORDOVA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 1 bond in the sum required by the State Contract Act, with surety satisfactory to the *CITY OF RANCHO CORDOVA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF RANCHO CORDOVA* that the contract has been awarded, the *CITY OF RANCHO CORDOVA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *CITY OF RANCHO CORDOVA*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *CITY OF RANCHO CORDOVA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, 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 Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**URBAN INFILL DEMOLITION**
**CITY OF RANCHO CORDOVA**

**TOTAL BASE BID $** _____

TOTAL BASE BID PRICE (IN WORDS) _____
_____

**TOTAL BASE BID PHASE 1 $** _____

TOTAL BASE BID PHASE 1PRICE (IN WORDS) _____
_____

**TOTAL BASE BID PHASE 2 $** _____

TOTAL BASE BID PHASE 1PRICE (IN WORDS) _____
_____

**TOTAL BASE BID PHASE 3 $** _____

TOTAL BASE BID PHASE 1PRICE (IN WORDS) _____
_____

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.01, "General," of the special provisions.

# LIST OF SUBCONTRACTORS

| Name and Address | Description of Portion of Work Subcontracted |
| --- | --- |

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____,
proposed subcontractor _____, hereby certifies that he has ___ , has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

# PUBLIC CONTRACT CODE

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

---

## Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## Noncollusion Affidavit

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

To the CITY OF RANCHO CORDOVA
DEPARTMENT OF ECONOMIC DEVELOPMENT

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 Bid. Signing this Bid 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.

# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

# NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

**2. Status of Federal Action:**

☐ a. bid/offer/application
b. initial award
c. post-award

**3. Report Type:**

☐ a. initial
b. material change

**For Material Change Only:**
year ____ quarter _____
date of last report _____

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee
Tier_____, if known

**Congressional District,** if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

**Congressional District,** if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

**CFDA Number,** if applicable _____

**8. Federal Action Number,** if known:

**9. Award Amount,** if known:

**10. a. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

$ _____ ☐ actual ☐ planned

**12. Form of Payment (check all that apply):**

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

**13. Type of Payment (check all that apply)**

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:** **Yes** ☐ **No** ☐

**16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date:_____

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Accompanying this Bid is _____

*(NOTICE: INSERT THE WORDS "CASH ($_____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE)*

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

## IMPORTANT NOTICE

*If bidder 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 copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

_____

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,

License No._____ Classification(s) _____

**ADDENDA** - This Bid is submitted with respect to the changes to the contract included in addenda number/s _____

*(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

**Sign**

**Here**

_____

_____

_____

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**CITY OF RANCHO CORDOVA - DEPARTMENT OF EONOMIC DEVELOPMENT**

# BIDDER'S BOND

We, _____ as Principal, and _____ as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____

*(Copy here the exact description of work, including location as it appears on the bid)*

_____

for which bids are to be opened at _____ on _____.
*(Insert place where bids will be opened)* *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20___.

_____

_____

_____
*Principal*

_____
*Surety*

By_____
*Attorney-in-fact*

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California
City of Rancho Cordova SS

On this ____ day of _____ in the year 20___ before me_____,
personally appeared _____, personally known to me (or proved
*Attorney-in-fact*
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.
(SEAL)

_____
Notary Public

## Local Agency Bidder Commitment (Construction Contracts) Exhibit 15-G1

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY:_____ LOCATION:_____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

BID DATE:_____

BIDDER'S NAME:_____

CONTRACT UDBE GOAL: _____

| CONTRACT ITEM NO. | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED | Cert. No. of UDBE AND EXPIRATION DATE | NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number) | DOLLAR AMOUNT UDBE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

### For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

Print Name Local Agency Representative _____ Signature _____ Date _____

(Area Code) Telephone Number: _____

Total Claimed Participation $_____ _____%

Signature of Bidder _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

### For Caltrans Review:

Print Name Caltrans District Local Assistance Engineer _____ Signature _____ Date _____

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Copy -- Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

CITY/COUNTY OF _____

# DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

**CONTRACT NUMBER:** _____

**CONTRACTOR NAME:** _____

**BUSINESS ADDRESS (D-U-N-S Number Location):**

STREET: _____

CITY: _____

STATE: _____

ZIP CODE: _____

**D-U-N-S Number:** _____

Contact Name: _____

Telephone No: _____

## CITY OF RANCHO CORDOVA CERTIFICATION OF COMPLIANCE WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT

**WHEREAS,** it is in the best interest of the City that those entities with whom the City does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the City does business to receive City funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

**THEREFORE,** in order to assist the Sacramento County Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entitiy which is seeking to contract with the City to provide goods or to perform services for or on behalf of the City.

### CERTIFICATION

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with the City of Rancho Cordova
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with CITY. Failure to cure such default within 90 days of notice by the City of Rancho Cordova and/or the County of Sacramento shall be grounds for termination of contract.

_____ _____

CONTRACTOR DATE

_____

Printed Name

## CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND [CONTRACTOR NAME]

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and _____ ("Contractor") as of _____, 2009.

**W I T N E S S E T H:**

**WHEREAS**, the City Council for the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

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

**WHEREAS**, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council of public opened and canvassed in the manner provided by law; and

**WHEREAS**, the Contractor was the lowest responsible bidder for the performance of said work, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

**NOW THEREFORE**, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

**Section 1.** **CONTRACT DOCUMENTS.** The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

**Section 2.** **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. _____, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of _____ of _____ who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

**Section 3.** **COMPLETION**. Said work shall be completed and ready for acceptance.

**Section 4.** **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($ ). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

**Section 5.** **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 n 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 _____, 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 6.** **INSURANCE**. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

**Section 7.** **WORKERS' COMPENSATION CERTIFICATION.** By execution of this Agreement, the Contractor certifies as follows:

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

**Section 8.** **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds 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. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

**Section 9.** **INDEMNIFICATION.** The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

**Section 10. MISCELLANEOUS PROVISIONS.**

**10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

**10.2** **Contract Administration.** This Agreement shall be administered by [Insert Name] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.3** **Notices.** Any written notice to Consultant shall be sent to:

[Insert Name]
[Inset Address]

Any written notice to City shall be sent to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**10.4** **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

**IN WITNESS WHEREOF**, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

_____
**Ted A. Gaebler, City Manager**

_____
Date

Attest:

_____
**Mindy Cuppy, City Clerk**

_____
Date

Approved as to Form:

_____
**Adam U. Lindgren, City Attorney**

_____
Date

CONTRACTOR:

_____
**[NAME, TITLE]**

_____
Date

## CITY OF RANCHO CORDOVA - DEPARTMENT OF ECONOMIC DEVELOPMENT

# PAYMENT BOND

(Section 3247, Civil Code)

**WHEREAS,** the City of Rancho Cordova , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

**AND WHEREAS,** said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

Principal

_____

Surety **(SEAL)**

_____

By: Attorney-in-Fact

**NOTE:** Signatures of those executing for the surety must be properly acknowledged.

# CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova SS

On this _____ day of _____ in the year 20 ___ before me _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

_____
Notary Public

## CITY OF RANCHO CORDOVA - DEPARTMENT OF ECONOMIC DEVELOPMENT

# PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

**WHEREAS,** the City of Rancho Cordova, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

**AND WHEREAS,** the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE,** we the undersigned Contractor and Surety are held firmly bound to the City of Rancho Cordova in the sum of $ _____ dollars ($ _____), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF,** We have hereunto set our hands and seals on this _____ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

Principal

_____

Surety **(SEAL)**

_____

By: Attorney-in-Fact

**NOTE:** Signatures of those executing for the surety must be properly acknowledged.

# CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova SS

On this ____ day of _____ in the year 20 ___ before me _____,
a notary public in and for the City / County of _____,
personally appeared _____, known to me to be
the person whose name is subscribed to this instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

_____
Notary Public

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

| Firm Name/ Address/ City, State, ZIP | Phone/ Fax | Annual Gross Receipts | Description of Portion of Work to be Performed | Local Agency Use Only (Certified DBE?) |
|---|---|---|---|---|
| *Name* | *Phone* | ☐ < $1 million | | ☐ YES |
| | | ☐ < $5 million | | ☐ NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐ YES |
| | | ☐ < $5 million | | ☐ NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐ YES |
| | | ☐ < $5 million | | ☐ NO |
| *Address* | | ☐ <$10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |
| *Name* | *Phone* | ☐ < $1 million | | ☐ YES |
| | | ☐ < $5 million | | ☐ NO |
| *Address* | | ☐ < $10 million | | *If YES list DBE #:* |
| | *Fax* | ☐ < $15 million | | |
| *City State ZIP* | | ☐ > $15 million | | Age of Firm (Yrs.) |

**Distribution:** 1) Original - Local Agency File

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

| Firm Name/ Address/ City, State, ZIP | Phone/ Fax | Annual Gross Receipts | Description of Portion of Work to be Performed | Local Agency Use Only (Certified DBE?) |
|---|---|---|---|---|
| *Name*<br>*Address*<br>*City State ZIP* | *Phone*<br>*Fax* | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | | ☐YES<br>☐NO<br>*If YES list DBE #:*<br>Age of Firm (Yrs.) |
| *Name*<br>*Address*<br>*City State ZIP* | *Phone*<br>*Fax* | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | | ☐YES<br>☐NO<br>*If YES list DBE #:*<br>Age of Firm (Yrs.) |
| *Name*<br>*Address*<br>*City State ZIP* | *Phone*<br>*Fax* | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | | ☐YES<br>☐NO<br>*If YES list DBE #:*<br>Age of Firm (Yrs.) |
| *Name*<br>*Address*<br>*City State ZIP* | *Phone*<br>*Fax* | ☐ < $1 million<br>☐ < $5 million<br>☐ < $10 million<br>☐ < $15 million<br>☐ > $15 million | | ☐YES<br>☐NO<br>*If YES list DBE #:*<br>Age of Firm (Yrs.) |

**Distribution:** 1) Original – Local Agency File

**December 3, 2009**

# URBAN INFILL DEMOLITION

# CITY OF RANCHO CORDOVA

# PROJECT NO. CP10-2086

# ADDENDUM NO. 1

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE CHANGE IN DATE TO WHICH BIDS WILL BE ACCEPTED AND THE MANDATORY PRE-BID MEETING WILL BE CONDUCTED.

Sealed bids for the work shown on plans entitled:

**CITY OF RANCHO CORDOVA**
**URBAN INFILL DEMOLITION**

will be received at the Offic of the City Clerk of the City of Rancho Cordova, Address 2729 Prospect Park Drive, Rancho Cordova, CA until 3:00PM on January 15, 2010 at which time they will be publicly opened and read.

A prebid meeting is scheduled for 10AM on January 4, 2010 at the project site. The meeting is to inform bidders of project requirements. Bidder' attendance at this meeting will be mandatory.

**END OF ADDENDUM**

Anthony Tossano
Associate Civil Engineer

Curt Haven
Director of Economic Development

**January 4, 2010**

**URBAN INFILL DEMOLITION**

**CITY OF RANCHO CORDOVA**

**PROJECT NO. CP10-2086**

**ADDENDUM NO. 2**

# APPEDNIX C

## DAVIS BACON WAGE DETERMINATION

PLEASE NOTE THE CHANGE IN DAVIS-BACON WAGE DETERMINATIONS AS OF JANUARY 1, 2010. THE NEW WAGE DETERMINATIONS CAN BE FOUND AT HTTP://WWW.GPO.GOV/DAVISBACON/CA.HTML.

The Davis-Bacon Wage Determinations contained on this website are wage determinations issued by the U.S. Department of Labor under the *Davis-Bacon and related Acts*. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects.

**END OF ADDENDUM**

Anthony Tassano
Associate Civil Engineer

Curt Haven
Director of Economic Development

**January 5, 2010**

# URBAN INFILL DEMOLITION

# CITY OF RANCHO CORDOVA

# PROJECT NO. CP10-2086

# ADDENDUM NO. 3

**Based on issues/questions raised at the pre-bid meeting dated January 4, 2010, the following changes and clarifications have been made to the Contract Specifications for the City of Rancho Cordova Urban Infill Demolition of 10477 Folsom Boulevard, 2728 Woodberry Way, 2708 Woodberry Way, 2700 Woodberry Way, 10422 Croetto Way, and the Alleyway on the easterly side of 10477 Folsom Boulevard.**

**Page 2 – INSURANCE AND BONDING REQUIREMENTS shall now read as follows:**

Proposer must submit a bid guarantee equivalent to ten (10) percent of the bid price. The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified in the bid amount.

**Page 6 – The first sentence on the top of the page shall now read as follows:**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. The lowest bid refers to the smallest dollar amount as described in Appendix D, page 4, and provided in Appendix D, page 5, Total Base Bid.

**Page 6 – REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES shall now read as follows:**

When the presence of asbestos or hazardous substances are not indicated in the Asbestos and Lead Paint Inspection Reports prepared by Kellco-Macs and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, the removal of asbestos or hazardous substances shall be conducted by a contractor, or subcontractor, who is certified in accordance with subdivision (a) of Section 7058.5 of the Business and Professions Code.

The current lead and asbestos survey reports are available on the City's website at http://www.cityofranchocordova.org/index.aspx?recordid=65&page=187 and are a part of this Addendum 3.

**Page 14 – QUALITY ASSURANCE shall now read as follows:**

1. Contractor is responsible for obtaining any required permits from the City of Rancho Cordova prior to commencement of any digging or excavation. City will be responsible for reimbursement of any permit fees contractor is required to pay. For more information regarding the Demolition Permit process through the City's Building Department please refer to the information at www.cityofranchocordova.org/Modules/ShowDocument.aspx?documentid=4712
2. Contractor is responsible obtaining any required permits from the Sacramento Metropolitan Air Quality Management District ("SMAQMD"). City is responsible for reimbursing any costs associated with acquiring proper SMAQMD permits.
3. Contractor is required to work with the City's Associate Engineer for coordination of shut off of services for the removal of facilities with SMUD, PG&E, Golden State Water Company, and Sacramento Area Sewer District. Contractor is responsible for any permits or fees which may be required for the removal of facilities. City is responsible for reimbursing any costs associated with permits or fees for the removal facilities.

**APPENDIX D – BID FORMS FOR URBAN INFILL DEMOLITION PROJECT**

**Page 4 – The first paragraph shall now read as follows:**

The bidder shall set forth an individual price for each phase of the project as a stand-alone project. The sum price of all three phases shall be the lump sum amount provided as the total base bid price. The City shall select the bidder who submits the lowest Total Base Bid.

It should be noted that each phase shall commence in the numerical order represented. (i.e. Phase 1 shall be completed first, Phase 2 shall be completed second, and Phase 3 shall be completed last.) Each phase of demolition will require utilities abandonment, parcel rough grading, and SWPPP requirements to be considered a completed phase.

Phase 3 shall commence only after all residents of Woodberry Gardens Apartments have been relocated and final lead and asbestos testing has been conducted by the City's selected Environmental consultant. As the lead and asbestos survey for this property is not yet available, contractors shall submit a Total Base Bid Phase 3 cost based on equivalent findings from the Phase 1 (includes 10422 Croetto Way, 2708 Woodberry Way, and 2700 Woodberry Way) lead and asbestos survey report. Any additional RACM removal required for this building will be billed to the City on an approved hourly and materials cost basis.

**The remainder of page 4 (three paragraphs) remain unchanged and in place.**

**Page5 – Urban Infill Demolition City of Rancho Cordova shall now read as follows:**

TOTAL BASE BID $_____

TOTAL BASE BID PRICE (IN WORDS) _____

_____

TOTAL BASE BID PHASE 1 (includes 10422 Croetto Way, 2708 Woodberry Way, and 2700 Woodberry Way) $ _____

TOTAL BASE BID PRICE (IN WORDS) _____

_____

TOTAL BASE BID PHASE 2 (includes 10477 Folsom Boulevard and Alleyway to the easterly side of 10477 Folsom Boulevard) $_____

TOTAL BASE BID PRICE (IN WORDS) _____

_____

TOTAL BID PHASE 3 (includes 2728 Woodberry Way) $ _____

TOTAL BID PRICE (IN WORDS) _____

_____

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of Section 2-1.01, "General," of the special provisions.

**END OF ADDENDUM**

Anthony Tassano
Associate Civil Engineer

Curt Haven
Director of Economic Development

**January 11, 2010**

# URBAN INFILL DEMOLITION

# CITY OF RANCHO CORDOVA

# PROJECT NO. CP10-2086

# FINAL ADDENDUM

**There has been an update to the Lead and Asbestos Survey Report for Phase 1 of the Urban Infill Demolition. The revised document can be found on the City of Rancho Cordova Website at the following address:**
http://www.cityofranchocordova.org/index.aspx?recordid=65&page=187

**The Following Clarification has been made to the Specifications:**

**Page 5 – SPECIFICATIONS AND PLANS**

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions, shall control work to be done under this contract. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Technical Resources Section, located in the County Administration Building, 827 7th Street, Room 105, Sacramento, California. Hereafter, the County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008 shall be referred to as Standard Construction Specifications.

When referred to, the work embraced herein shall be done in accordance with the Caltrans Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation insofar, as the same may apply and these special provisions. Hereafter, the Caltrans Standard Specifications dated May 2006 shall be referred to as Standard Specifications.

In case of conflict between the Project Plans, Standard Construction Specifications, the Standard Specifications, Standard Plans and these Special Provisions, the Project Plans shall govern over the Standard Plans; Standard Plans and Project Plans shall govern over the Standard Construction Specifications; the Standard Construction Specifications shall govern over the Standard Specifications; and the Special Provisions shall govern over the Standard Construction Specifications.

**END OF ADDENDUM**

Anthony Tassano
Associate Civil Engineer

Curt Haven
Director of Economic Development

KELLCO-MACS

A Creative Joint Venture For Better Environmental Solutions

# 2700 - 2708 Woodberry Way
# 10422 Croetto Way &
# Rancho Cordova, CA

**KELLCO-MACS Job #0907-04**

## Pre-Demolition
## Asbestos and Lead Inspection Report

**for**

**City of Rancho Cordova**
**2729 Prospect Park Drive**
**Suite #220**
**Rancho Cordova, CA 95670**

**January 8, 2010**
**REVISED**

3137 Diablo Avenue • Hayward, CA 94545-2701• (510) 786-9751 • fax (510) 786-9625
http://www.kellcomacs.com email: mailbox3137@kellcomacs.com

KELLCO-MACS

A Creative Joint Venture For Better Environmental Solutions

# Pre-Demolition
# Asbestos and Lead Paint Inspection Report

**Date:** January 8, 2010 REVISED

**KELLCO-MACS Job #:** 0907-04

**Client:** Mr. Ryan Taylor
City of Rancho Cordova
2729 Prospect Park Drive
Suite #220
Rancho Cordova, CA 95670

**Location:** 2708 Woodberry Way &
10422 Croetto Way
Rancho Cordova, CA

**Date of Inspection:** September 28, 2009 & September 29, 2009

**Inspectors:** Derrik Quach SST#02-3214, CDPH #2280

**Description Of The Inspected Area:** The inspection was conducted on two three-plex buildings and one four-plex building located in Rancho Cordova, CA.

**2700 Woodberry Way – Apartments #1, #2, #3 & #4**
The interior of these apartments have stucco, wood trim and drywall on the walls with drywall and acoustical spray on the ceilings. The flooring is a combination of vinyl floor tile over concrete.

**2708 Woodberry Way – Apartments #1, #2, #3 & #4**
The interior of these apartments have drywall on the walls with drywall and acoustical spray on the ceiling. The flooring is a combination of carpet and vinyl sheeting.

**10422 Croetto Way – Apartments #1, #2, #3 & #4**
The interior of these units has drywall on the walls with drywall and acoustical spray on the ceiling. The flooring is a combination of vinyl sheeting and carpet over concrete.

3137 Diablo Avenue • Hayward, CA 94545-2701• (510) 786-9751 • fax (510) 786-9625
http://www.kellcomacs.com email: mailbox3137@kellcomacs.com

There was a fire in unit #2 that burned everything in both bedrooms.

## Background

This is a pre-demolition asbestos and lead inspection on three four-plex buildings located in Rancho Cordova, CA.

## Synopsis

Asbestos was found in the following materials:

1) **Acoustical Ceiling Spray**
   a.) 2700 Wood Berry Way – Apartment #1, #2, #3 & #4
   b.) 2708 Wood Berry Way – Apartment #1, #2 & #4
   c.) 10422 Croetto Way – Apartment #1, #2, #3 & #4

2) **Linoleum Paper Backing**
   a.) 2700 Wood Berry Way – Apartment #2
   b.) 10422 Croetto Way – Apartment #4

3) **Black & Brown Counter Mastic**
   a.) 2708 Wood Berry Way – Apartment #1

4) **Beige Vinyl Floor Sheeting & Mastic**
   a.) 2700 Wood Berry Way – Apartment #1, #2 & #3
   b.) 2708 Wood Berry Way – Apartment #1, #2 & #4
   c.) 10422 Croetto Way – Apartment #1 & #4

5) **Tape Joint Compound**
   a.) 2700 Wood Berry Way – Apartment #4
   b.) 2708 Wood Berry Way – Apartment #1

6) **Wall Texture**
   a.) 2700 Wood Berry Way – Apartment #4
   b.) 2708 Wood Berry Way – Apartment#1 & #4

7) **Black Roofing Mastic**
   a.) 2700 Wood Berry Way
   b.) 2708 Wood Berry Way

8) **Black Roofing Penetration Mastic**
   a.) 2700 Wood Berry Way
   b.) 2708 Wood Berry Way

9) **Transite Flue Pipe (Assumed Asbestos)**
   a.) 2700 Wood Berry Way
   b.) 2708 Wood Berry Way
   c.) 10422 Croetto Way

Lead paint was found in the following tested materials:

1) **Interior Window Sill / Door Frame White Paint on Wood**
   a.) 2700 Wood Berry Way
   b.) 2708 Wood Berry Way
   c.) 10422 Croetto Way

2) **White / Grey Ceramic Tiles**
   a.) 2700 Wood Berry Way

3) **Pink Ceramic Tiles**
   a.) 2708 Wood Berry Way

4) **Off-White Ceramic Tiles**
   a.) 2708 Wood Berry Way

5) **Exterior White / Beige / Green Paint on Wood**
   a.) 2708 Wood Berry Way

6) **Exterior Black Paint on Stairwells**
   a.) 10422 Croetto Way

A transite flue pipe was exposed in 2700 Woodberry Way, Apartment #2 in the heather closet located in the kitchen / dining room area. However, transite pipe was noted by the inspector in all fifteen units behind the walls.

Fluorescent lights, fluorescent fixture ballasts and thermostats may contain PCB's and mercury.

## About the Inspection

The inspection performed was both visual and tactile. Samples were taken of suspect materials located at the interior and exterior of the survey area.

The inspection was a reasonable attempt to find suspect materials that were hidden within walls, behind structures, in vertical shafts or in areas not normally accessible. If any non-sampled materials are uncovered, these should be submitted for asbestos and/or lead paint analysis.

The following numbering convention was used for this inspection:

| LETTER | STANDS FOR | EXAMPLE | MEANING |
|---|---|---|---|
| XX | Building DESIGNATION based on information provided on drawings provided to us prior to inspection | 2700<br><br>2708 | 2700 Woodberry Way<br><br>2708 Woodberry Way |
| Y & *Optional Z* | Building SYSTEM (W: wall; F: Flooring; C: Ceiling; T: TSI; M: Misc) | W<br><br>F<br><br>R | Wall Sample<br><br>Flooring Sample<br><br>Roofing Sample |
| xx | Sample number and layer | 2700-W-1<br><br>2700-W-1-1<br><br>2700-W-1-2 | 2700 Woodberry Way – Wall Sample – First Sample & Layer<br><br>2700 Woodberry Way – Wall Sample – First Sample & Second Layer<br><br>2700 Woodberry Way – Wall Sample – First Sample & Third Layer |

- ***Asbestos Findings***

Asbestos samples were analyzed in the KELLCO-MACS laboratory, by Polarized Light Microscopy, the EPA's recommended method. Copies of the full laboratory reports are attached. These valuable reports can be utilized as future reference to determine if a particular material was tested.

Photographs of sampled materials are included. Sample locations are noted on the attached not-to-scale drawing.

The determination of a material to be Asbestos Containing Material (ACM) was made either by direct sampling or by homogeneity with at least one positive sample of the same material.

Materials that tested **positive** for asbestos are:

| Lab Sample # | Field Sample | Field Description | Asbestos % |
|---|---|---|---|
| L195404-3 | 2708-C-03 | **Apartment #1** Living Room - White - Acoustical Spray | < 1% Chrysotile |
| L195404-5 | 2708-04-2 | **Apartment #1** Laundry Closet - Black - Mastic | 8% Chrysotile |
| L195404-11 | 2708-06-3 | **Apartment #1** Bathroom - Counter - Brown - Mastic | 3% Chrysotile |

| Lab Sample # | Field Sample | Field Description | Asbestos % |
|---|---|---|---|
| L195404-13 | 2708-07-2 | **Apartment #1** Bathroom - Counter - Beige - Vinyl Sheeting Floor | 14% Chrysotile |
| L195404-14 | 2708-07-3 | **Apartment #1** Bathroom - Counter - Black - Mastic | 6% Chrysotile |
| L195404-16 | 2708-08-2 | **Apartment #1** Bathroom - Counter - Beige - Vinyl Sheeting Floor | 15% Chrysotile |
| L195404-17 | 2708-08-3 | **Apartment #1** Bathroom - Counter - Black - Mastic | 6% Chrysotile |
| L195404-20 | 2708-10-2 | **Apartment #1** Bedroom #2 - White - Tape Joint | < 1% Chrysotile |
| L195404-21 | 2708-10-3 | **Apartment #1** Bedroom #2 - White - Tape Joint | < 1% Chrysotile |
| L195404-24 | 2708-W-13 | **Apartment #1** Hallway - White - Texture | < 1% Chrysotile |
| L195404-26 | 2708-14-2 | **Apartment #1** Laundry Closet - Beige - Vinyl Sheeting Floor | 15% Chrysotile |
| L195404-28 | 2708-W-16 | **Apartment #1** Living Room - Grey - Paper Backing | 32% Chrysotile |
| L195404-30 | 2708-F-18 | **Apartment #1** Living Room - White - Acoustical Spray | < 1% Chrysotile |
| L195405-3 | 2708-C-03 | **Apartment #2** Living Room - White - Acoustical | < 1% Chrysotile |
| L195405-10 | 2708-C-07 | **Apartment #2** Bedroom #2 - White - Acoustical Spray | < 1% Chrysotile |
| L195405-18 | 2708-C-11 | **Apartment #2** Bedroom #1 - White - Acoustical Spray | < 1% Chrysotile |
| L195405-20 | 2708-12-2 | **Apartment #2** Bathroom - Black - Mastic | 8% Chrysotile |
| L195405-21 | 2708-12-3 | **Apartment #2** Bathroom - Beige - Vinyl Tile | 7% Chrysotile |
| L195405-24 | 2708-14-2 | **Apartment #2** Kitchen - Black - Mastic | 7% Chrysotile |
| L195406-5 | 2700-C-03 | **Apartment #3** Living Room - White - Acoustical Spray | < 1% Chrysotile |
| L195406-6 | 2700-C-04 | **Apartment #3** Hallway - White - Acoustical Spray | < 1% Chrysotile |
| L195406-9 | 2700-C-07 | **Apartment #3** Bedroom #1 - White - Acoustical Spray | < 1% Chrysotile |
| L195406-15 | 2700-F-11-1 | **Apartment #3** Laundry Closet - Beige - Vinyl Sheeting Floor | 15% Chrysotile |
| L195408-9 | 2700-C-04 | **Apartment #2** Living Room - Acoustical Spray | < 1% Chrysotile |
| L195408-14 | 2700-F-05-3 | **Apartment #2** Kitchen - White - Paper Backing | 29% Chrysotile |
| L195408-15 | 2700-C-06 | **Apartment #2** Living Room - White - Acoustical Spray | < 1% Chrysotile |

| Lab Sample # | Field Sample | Field Description | Asbestos % |
|---|---|---|---|
| L195408-18 | 2700-C-08 | **Apartment #2** Bedroom #2 - White - Acoustical Spray | < 1% Chrysotile |
| L195408-19 | 2700-C-09 | **Apartment #2** Bedroom #2 - White - Acoustical Spray | < 1% Chrysotile |
| L195408-26 | 2700-C-12 | **Apartment #2** Hallway - Acoustical Spray | < 1% Chrysotile |
| L195408-30 | 2700-14-3 | **Apartment #2** Bathroom - Black - Mastic | 4% Chrysotile |
| L195408-33 | 2700-C-15-2 | **Apartment #2** Bathroom - Brown - Mastic | 8% Chrysotile |
| L195408-40 | 2700-17-3a | **Apartment #2** Kitchen – Beige Vinyl Sheet Flooring - Mastic | 5% Chrysotile |
| L195409-3 | 2700-C-03 | **Apartment #4** Living Room - White - Acoustical Spray | < 1% Chrysotile |
| L195409-4 | 2700-C-04 | **Apartment #4** Hallway - White - Acoustical Spray | < 1% Chrysotile |
| L195409-6 | 2700-05-2 | **Apartment #4** Laundry Closet - White - Tape Joint | < 1% Chrysotile |
| L195409-8 | 2700-W-06 | **Apartment #4** Bedroom #1 - White - Texture | < 1% Chrysotile |
| L195409-12 | 2700-C-09 | **Apartment #4** Bedroom #2 - White - Acoustical Spray | < 1% Chrysotile |
| L195410-4 | 2700-C-03 | **Apartment #1** - Entry - White - Acoustical Spray | < 1% Chrysotile |
| L195410-8 | 2700-C-05 | **Apartment #1** - Hallway - White - Acoustical Spray | < 1% Chrysotile |
| L195410-11 | 2700-06-2 | **Apartment #1** Bathroom - White - Vinyl Sheeting Floor | 14% Chrysotile |
| L195410-12 | 2700-06-3 | **Apartment #1** Bathroom - Black - Mastic | 5% Chrysotile |
| L195410-15 | 2700-07-3 | **Apartment #1** Bathroom - White - Vinyl Sheeting Floor | 15% Chrysotile |
| L195410-16 | 2700-07-4 | **Apartment #1** Bathroom - Black - Mastic | 5% Chrysotile |
| L195410-20 | 2700-C-09 | **Apartment #1** Bedroom #2 - White - Acoustical Spray | < 1% Chrysotile |
| L195410-22 | 2700-C-11 | **Apartment #1** Bedroom #1 - White - Acoustical Spray | < 1% Chrysotile |
| L195410-33 | 2700-16-2 | **Apartment #1** Living Room - Brown - Vinyl Sheeting Floor | 15% Chrysotile |
| L195410-34 | 2700-C-17 | **Apartment #1** Living Room - White - Acoustical Spray | < 1% Chrysotile |
| L195434-3 | 10422-C-03 | **Apartment #1** Living room / white acoustical spray | < 1% Chrysotile |
| L195434-12 | 10422-F-06-4 | **Apartment #1** Bathroom / black mastic | 2% Chrysotile |
| L195435-8 | 10422-C-04 | **Apartment #2** Living room / white acoustical | < 1% Chrysotile |

| Lab Sample # | Field Sample | Field Description | Asbestos % |
|---|---|---|---|
| L195436-2 | 2708-C-02 | **Apartment #4** Living room / white acoustical spray | < 1% Chrysotile |
| L195436-5 | 2708-F-03-3 | **Apartment #4** Laundry closet / white vinyl sheeting floor | 15% Chrysotile |
| L195436-6 | 2708-W-04 | **Apartment #4** Bedroom #1 / white texture | < 1% Chrysotile |
| L195436-16 | 2708-F-09-2a | **Apartment #4** Laundry Closet - Grey - Vinyl Sheeting Floor - Mastic | < 1% Chrysotile |
| L195436-20 | 2708-W-11-2 | **Apartment #4** Kitchen / brown mastic | 4% Chrysotile |
| L195437-6 | 10422-F-04-1 | **Apartment #4** Kitchen / white paper backing | 15% Chrysotile |
| L195437-7 | 10422-F-04-2 | **Apartment #4** Kitchen / black mastic | 2% Chrysotile |
| L195437-8 | 10422-C-05 | **Apartment #4** Hallway / white acoustical spray | < 1% Chrysotile |
| L195438-9 | 10422-C-04 | **Apartment #3** Hallway / white acoustical spray | < 1% Chrysotile |
| L195440-16 | 2700-R-04 | Roof, penetration southeast / black mastic | < 1% Chrysotile |
| L195440-17 | 2700-R-05 | Roof, penetration northwest / black mastic | < 1% Chrysotile |
| L195440-45 | 2708-R-14 | Roof, penetration, east end / black mastic | < 1% Chrysotile |
| L195440-46 | 2708-R-15 | Roof, penetration, northwest end / black mastic | < 1% Chrysotile |
| L195440-47 | 2708-R-16 | Roof, penetration, southwest end / black mastic | < 1% Chrysotile |

**Samples that have less than 10% asbestos can be submitted for further analysis by the Point Count method as described elsewhere in this document. If the Point Count method determines that the material contains less than 1% asbestos, these materials can be disposed of as non-hazardous asbestos containing construction waste.**

Tested materials that were **none detected** for asbestos are:

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195404-1 | 2708-W-01 | **Apartment #1** Entry - White - Texture |
| L195404-2 | 2708-F-02 | **Apartment #1** Entry - Beige - 12x12 VFT |
| L195404-4 | 2708-W-04-1 | **Apartment #1** Laundry Closet - Cream - Vinyl Sheeting Floor |
| L195404-6 | 2708-W-05-1 | **Apartment #1** Bathroom - White - Drywall |
| L195404-7 | 2708-05-2 | **Apartment #1** Bathroom - White - Tape Joint |
| L195404-8 | 2708-05-3 | **Apartment #1** Bathroom - White - Texture |
| L195404-9 | 2708-C-06-1 | **Apartment #1** Bathroom - Counter - Grout |
| L195404-10 | 2708-C-06-2 | **Apartment #1** Bathroom - Counter - Pink - Tiles |
| L195404-12 | 2708-F-07-1 | **Apartment #1** Bathroom - Counter - Beige - Vinyl Sheeting Floor |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195404-15 | 2708-F-08-1 | **Apartment #1** Bathroom - Counter - Beige - Vinyl Sheeting Floor |
| L195404-18 | 2708-W-09 | **Apartment #1** Bedroom #2 - White - Texture |
| L195404-19 | 2708-W-10-1 | **Apartment #1** Bedroom #2 - White - Drywall |
| L195404-22 | 2708-C-11 | **Apartment #1** Bedroom #1 - White - Acoustical Spray |
| L195404-23 | 2708-W-12 | **Apartment #1** Bedroom #1 - White - Texture |
| L195404-25 | 2708-F-14-1 | **Apartment #1** Laundry Closet - Beige - Vinyl Sheeting Floor |
| L195404-27 | 2708-W-15 | **Apartment #1** Living Room - White - Texture |
| L195404-29 | 2708-W-17 | **Apartment #1** Living Room - Beige - Vinyl Tile |
| L195405-1 | 2708-F-01 | **Apartment #2** Entry - Beige - Paper Backing |
| L195405-2 | 2708-W-02 | **Apartment #2** Entry - White - Texture |
| L195405-4 | 2708-W-04-1 | **Apartment #2** Living Room - White - Drywall |
| L195405-5 | 2708-04-2 | **Apartment #2** Living Room - White - Tape Joint |
| L195405-6 | 2708-04-3 | **Apartment #2** Living Room - White - Texture |
| L195405-7 | 2708-W-05 | **Apartment #2** Laundry Closet - White - Texture |
| L195405-8 | 2708-F-06-1 | **Apartment #2** Laundry Closet - Beige - Vinyl Sheeting Floor |
| L195405-9 | 2708-06-2 | **Apartment #2** Laundry Closet - Black - Mastic |
| L195405-11 | 2708-F-08 | **Apartment #2** Bedroom #2 - Brown - Carpet Mastic |
| L195405-12 | 2708-W-09-1 | **Apartment #2** Bedroom #2 - White - Drywall |
| L195405-13 | 2708-09-2 | **Apartment #2** Bedroom #2 - White - Tape Joint |
| L195405-14 | 2708-09-3 | **Apartment #2** Bedroom #2 - White - Texture |
| L195405-15 | 2708-W-10-1 | **Apartment #2** Bedroom #1 - White - Drywall |
| L195405-16 | 2708-10-2 | **Apartment #2** Bedroom #1 - White - Tape Joint |
| L195405-17 | 2708-10-3 | **Apartment #2** Bedroom #1 - White - Texture |
| L195405-19 | 2708-F-12-1 | **Apartment #2** Bathroom - Beige - Vinyl Sheeting Floor |
| L195405-22 | 2708-W-13 | **Apartment #2** Bathroom - White - Texture |
| L195405-23 | 2708-F-14-1 | **Apartment #2** Kitchen - Black / White - Vinyl Sheeting Floor |
| L195406-1 | 2700-W-01-1 | **Apartment #3** Entry - White - Drywall |
| L195406-2 | 2700-01-2 | **Apartment #3** Entry - Tape Joint |
| L195406-3 | 2700-01-3 | **Apartment #3** Entry - Texture |
| L195406-4 | 2700-F-02 | **Apartment #3** Entry - Beige - 12x12 Vinyl Sheeting Floor |
| L195406-7 | 2700-F-05 | **Apartment #3** Bathroom - Grey - Paper Backing |
| L195406-8 | 2700-W-06 | **Apartment #3** Bathroom - White - Texture |
| L195406-10 | 2700-W-08-1 | **Apartment #3** Bedroom #1 - White - Drywall |
| L195406-11 | 2700-08-2 | **Apartment #3** Bedroom #1 - White - Tape Joint |
| L195406-12 | 2700-08-3 | **Apartment #3** Bedroom #1 - White - Texture |
| L195406-13 | 2700-W-09 | **Apartment #3** Bedroom #2 - White - Texture |
| L195406-14 | 2700-W-10 | **Apartment #3** Laundry Closet - White - Texture |
| L195406-16 | 2700-F-11-2 | **Apartment #3** Laundry Closet - Beige - Vinyl Sheeting Floor |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195406-17 | 2700-W-12 | **Apartment #3** HVAC Closet - White - Tape Joint |
| L195406-18 | 2700-W-13-1 | **Apartment #3** Living Room - White - Drywall |
| L195406-19 | 2700-W-13-2 | **Apartment #3** Living Room - White - Tape Joint |
| L195406-20 | 2700-W-13-3 | **Apartment #3** Living Room - White - Texture |
| L195408-1 | 2700-F-01-1 | **Apartment #2** Entry - Cream - Vinyl Sheeting Floor |
| L195408-2 | 2700-F-01-1a | **Apartment #2** Entry - Cream - Vinyl Sheeting Floor - Adhesive |
| L195408-3 | 2700-01-2 | **Apartment #2** Entry - Green - Vinyl Sheeting Floor |
| L195408-4 | 2700-01-2a | **Apartment #2** Entry - Green - Vinyl Sheeting Floor - Adhesive |
| L195408-5 | 2700-W-02 | **Apartment #2** Entry - White - Texture |
| L195408-6 | 2700-W-3-1 | **Apartment #2** Living Room - White - Drywall |
| L195408-7 | 2700-03-2 | **Apartment #2** Living Room - Tape Joint |
| L195408-8 | 2700-03-3 | **Apartment #2** Living Room - Texture |
| L195408-10 | 2700-F-05 | **Apartment #2** Kitchen - Grey - Vinyl Sheeting Floor |
| L195408-11 | 2700-05-2 | **Apartment #2** Kitchen - Yell - Mastic |
| L195408-12 | 2700-05-2 | **Apartment #2** Kitchen - Vinyl Sheeting |
| L195408-13 | 2700-05-2Aa | **Apartment #2** Kitchen - Vinyl Sheeting - Adhesive |
| L195408-16 | 2700-W-07-1 | **Apartment #2** Bedroom #2 - White - Texture |
| L195408-17 | 2700-07-2 | **Apartment #2** Bedroom #2 - White - Drywall |
| L195408-20 | 2700-W-10-1 | **Apartment #2** Bedroom #2 - White - Drywall |
| L195408-21 | 2700-10-2 | **Apartment #2** Bedroom #2 - White - Tape Joint |
| L195408-22 | 2700-10-3 | **Apartment #2** Bedroom #2 - White - Texture |
| L195408-23 | 2700-W-11-1 | **Apartment #2** Bedroom #1 - Drywall |
| L195408-24 | 2700-11-2 | **Apartment #2** Bedroom #1 - Tape Joint |
| L195408-25 | 2700-11-3 | **Apartment #2** Bedroom #1 - Texture |
| L195408-27 | 2700-W-13 | **Apartment #2** Bathroom - Brown - Covebase Mastic |
| L195408-28 | 2700-F-14-1 | **Apartment #2** Bathroom - Beige - Vinyl Sheeting Floor |
| L195408-29 | 2700-14-2 | **Apartment #2** Bathroom - Beige - Vinyl Sheeting Floor |
| L195408-31 | 2700-C-15-1 | **Apartment #2** Bathroom - White - Grout |
| L195408-32 | 2700-C-15-1a | **Apartment #2** Bathroom - White - Ceramic tile |
| L195408-34 | 2700-W-16-1 | **Apartment #2** Bathroom - White - Drywall |
| L195408-35 | 2700-16-2 | **Apartment #2** Bathroom - White - Tape Joint |
| L195408-36 | 2700-16-3 | **Apartment #2** Bathroom - White - Texture |
| L195408-37 | 2700-F-17-1 | **Apartment #2** Kitchen - Beige - Vinyl Sheeting Floor |
| L195408-38 | 2700-17-2 | **Apartment #2** Kitchen - Beige - Vinyl Sheeting Floor |
| L195408-39 | 2700-17-3 | **Apartment #2** Kitchen - Beige - Vinyl Sheeting Floor |
| L195409-1 | 2700-W-01 | **Apartment #4** Entry - White - Texture |
| L195409-2 | 2700-F-02 | **Apartment #4** Entry - White - 12x12 VFT |
| L195409-5 | 2700-W-05-1 | **Apartment #4** Laundry Closet - White - Drywall |
| L195409-7 | 2700-05-3 | **Apartment #4** Laundry Closet - White - Texture |
| L195409-9 | 2700-W-08-1 | **Apartment #4** Bedroom #2 - White - Drywall |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195409-10 | 2700-W-08-2 | **Apartment #4** Bedroom #2 - White - Tape Joint |
| L195409-11 | 2700-08-3 | **Apartment #4** Bedroom #2 - White - Texture |
| L195409-13 | 2700-F-10 | **Apartment #4** Kitchen - Grey - Vinyl Sheeting Floor |
| L195409-14 | 2700-F-11 | **Apartment #4** Bathroom - Grey - Vinyl Sheeting Floor |
| L195409-15 | 2700-W-12 | **Apartment #4** Hallway - White - Texture |
| L195409-16 | 2700-W-13-1 | **Apartment #4** Kitchen - White - Drywall |
| L195409-17 | 2700-13-2 | **Apartment #4** Kitchen - White - Tape Joint |
| L195409-18 | 2700-13-3 | **Apartment #4** Kitchen - White - Texture |
| L195410-1 | 2700-F-01 | **Apartment #1** Entry - White - 9x9 VFT |
| L195410-2 | 2700-F-01a | **Apartment #1** Entry - White - 9x9 VFT - Adhesive |
| L195410-3 | 2700-W-02 | **Apartment #1** Entry - White - Texture |
| L195410-5 | 2700-W-04-1 | **Apartment #1** Kitchen - White - Drywall |
| L195410-6 | 2700-04-2 | **Apartment #1** Kitchen - White - Tape Joint |
| L195410-7 | 2700-04-3 | **Apartment #1** Kitchen - White - Texture |
| L195410-9 | 2700-F-06-1 | **Apartment #1** Bathroom - White - Vinyl Sheeting Floor |
| L195410-10 | 2700-F-06-1a | **Apartment #1** Bathroom - White - Vinyl Sheeting Floor - Adhesive |
| L195410-13 | 2700-07-1 | **Apartment #1** Bathroom - White - Vinyl Sheeting Floor |
| L195410-14 | 2700-07-2 | **Apartment #1** Bathroom - Black - Mastic |
| L195410-17 | 2700-W-08-1 | **Apartment #1** Bedroom #2 - White - Drywall |
| L195410-18 | 2700-08-2 | **Apartment #1** Bedroom #2 - White - Tape Joint |
| L195410-19 | 2700-08-3 | **Apartment #1** Bedroom #2 - White - Texture |
| L195410-21 | 2700-W-10 | **Apartment #1** Bedroom #1 - White - Texture |
| L195410-23 | 2700-W-12-1 | **Apartment #1** Bedroom #1 - White - Drywall |
| L195410-24 | 2700-12-2 | **Apartment #1** Bedroom #1 - White - Tape Joint |
| L195410-25 | 2700-12-3 | **Apartment #1** Bedroom #1 - White - Texture |
| L195410-26 | 2700-C-13 | **Apartment #1** Laundry Closet - White - Texture |
| L195410-27 | 2700-W-14-1 | **Apartment #1** Living - White - Drywall |
| L195410-28 | 2700-14-2 | **Apartment #1** Living - White - Tape Joint |
| L195410-29 | 2700-14-3 | **Apartment #1** Living - White - Texture |
| L195410-30 | 2700-W-15 | **Apartment #1** Living Room - White - Texture |
| L195410-31 | 2700-F-16-1 | **Apartment #1** Living Room - White - Vinyl Sheeting Floor |
| L195410-32 | 2700-F-16-1a | **Apartment #1** Living Room - White - Vinyl Sheeting Floor - Adhesive |
| L195432-1 | 2708-W-01 | **Apartment #3** Entry Way - White - Texture |
| L195432-2 | 2708-W-02-1 | **Apartment #3** Living Room - White - Drywall |
| L195432-3 | 2708-02-2 | **Apartment #3** Living Room - White - Tape Joint |
| L195432-4 | 2708-02-3 | **Apartment #3** Living Room - White - Texture |
| L195432-5 | 2708-F-03-1 | **Apartment #3** Kitchen - White - Vinyl Sheeting Floor |
| L195432-6 | 2708-03-2 | **Apartment #3** Kitchen - Yell - Mastic |
| L195432-7 | 2708-F-04 | **Apartment #3** Kitchen - Black / White - Vinyl Sheeting Floor |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195432-8 | 2708-W-05-1 | **Apartment #3** Bathroom - White - Drywall |
| L195432-9 | 2708-W-05-2 | **Apartment #3** Bathroom - White - Tape Joint |
| L195432-10 | 2708-05-3 | **Apartment #3** Bathroom - White - Texture |
| L195432-11 | 2708-W-06 | **Apartment #3** Bedroom #1 - White - Texture |
| L195432-12 | 2708-W-07-1 | **Apartment #3** Bedroom #2 - White - Drywall |
| L195432-13 | 2708-07-2 | **Apartment #3** Bedroom #2 - White - Tape Joint |
| L195432-14 | 2708-07-3 | **Apartment #3** Bedroom #2 - White - Texture |
| L195432-15 | 2708-W-08 | **Apartment #3** Laundry Closet - White - Texture |
| L195432-16 | 2708-F-09 | **Apartment #3** Laundry Closet - Grey - Vinyl Sheeting Floor |
| L195434-1 | 10422-F-01 | **Apartment #1** Entry / grey 12x12 vinyl floor tile |
| L195434-2 | 10422-W-02 | **Apartment #1** Living room / white texture |
| L195434-4 | 10422-F-04-1 | **Apartment #1** Kitchen / white paper backing |
| L195434-5 | 10422-F-04-2 | **Apartment #1** Kitchen / black mastic |
| L195434-6 | 10422-W-05-1 | **Apartment #1** Bathroom / white drywall |
| L195434-7 | 10422-W-05-2 | **Apartment #1** Bathroom / white tape joint |
| L195434-8 | 10422-W-05-3 | **Apartment #1** Bathroom / white texture |
| L195434-9 | 10422-F-06-1 | **Apartment #1** Bathroom / white vinyl sheeting floor |
| L195434-10 | 10422-F-06-2 | **Apartment #1** Bathroom / white vinyl sheeting floor |
| L195434-11 | 10422-F-06-3 | **Apartment #1** Bathroom / white vinyl sheeting floor |
| L195434-13 | 10422-C-07 | **Apartment #1** Bedroom #2 / white acoustical spray |
| L195434-14 | 10422-W-08 | **Apartment #1** Bedroom #2 / white texture |
| L195434-15 | 10422-W-09-1 | **Apartment #1** Bedroom #1 / white drywall |
| L195434-16 | 10422-W-09-2 | **Apartment #1** Bedroom #1 / white tape joint |
| L195434-17 | 10422-W-09-3 | **Apartment #1** Bedroom #1 / white texture |
| L195434-18 | 10422-C-10 | **Apartment #1** Bedroom #1 / white acoustical spray |
| L195434-19 | 10422-W-11 | **Apartment #1** Hallway / white texture |
| L195434-20 | 10422-W-12-1 | **Apartment #1** Living room / white drywall |
| L195434-21 | 10422-W-12-2 | **Apartment #1** Living room / white tape joint |
| L195434-22 | 10422-W-12-3 | **Apartment #1** Living room / white texture |
| L195435-1 | 10422-F-01-1 | **Apartment #2** Entry / brown 12x12 vinyl floor tile |
| L195435-2 | 10422-F-01-2 | **Apartment #2** Entry / grey vinyl sheeting floor |
| L195435-3 | 10422-F-01-3 | **Apartment #2** Entry / black mastic |
| L195435-4 | 10422-F-02-1 | **Apartment #2** Kitchen / brown vinyl sheeting floor |
| L195435-5 | 10422-W-03-1 | **Apartment #2** Living room / white drywall |
| L195435-6 | 10422-W-03-2 | **Apartment #2** Living room / white tape joint |
| L195435-7 | 10422-W-03-3 | **Apartment #2** Living room / white texture |
| L195435-10 | 10422-W-06 | **Apartment #2** Living room / white texture |
| L195435-11 | 10422-W-07 | **Apartment #2** Living room / white texture |
| L195435-13 | 10422-F-09 | **Apartment #2** Laundry closet / brown vinyl tile |
| L195435-14 | 10422-F-10-1 | **Apartment #2** Bathroom / grey vinyl sheeting floor |
| L195435-15 | 10422-F-10-2 | **Apartment #2** Bathroom / grey vinyl sheeting floor |
| L195435-16 | 10422-D-11 | **Apartment #2** Bedroom #1 / black debris |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195435-17 | 10422-D-12 | **Apartment #2** Bedroom #2 / black debris |
| L195436-1 | 2708-W-01 | **Apartment #4** Entry / white texture |
| L195436-3 | 2708-F-03-1 | **Apartment #4** Laundry closet / white vinyl sheeting floor |
| L195436-4 | 2708-F-03-2 | **Apartment #4** Laundry closet / white vinyl sheeting floor |
| L195436-7 | 2708-C-05 | **Apartment #4** Bedroom #1 / white acoustical spray |
| L195436-8 | 2708-W-06 | **Apartment #4** Bedroom #2 / white texture |
| L195436-9 | 2708-C-07 | **Apartment #4** Hallway / white acoustical spray |
| L195436-10 | 2708-F-08-1 | **Apartment #4** Bathroom / white vinyl sheeting floor |
| L195436-11 | 2708-F-08-2 | **Apartment #4** Bathroom / white vinyl sheeting floor |
| L195436-12 | 2708-F-08-3 | **Apartment #4** Bathroom / white vinyl sheeting floor |
| L195436-13 | 2708-F-08-3a | **Apartment #4** Bathroom / white vinyl sheeting floor |
| L195436-14 | 2708-F-09-1 | **Apartment #4** Kitchen / white vinyl sheeting floor |
| L195436-15 | 2708-F-09-2 | **Apartment #4** Kitchen / white vinyl sheeting floor |
| L195436-17 | 2708-W-10 | **Apartment #4** Kitchen / white texture |
| L195436-18 | 2708-W-11-1 | **Apartment #4** Kitchen / white ceramic/grout |
| L195436-19 | 2708-W-11-1a | **Apartment #4** Kitchen / white grout |
| L195437-1 | 10422-F-01 | **Apartment #4** Entryway / brown vinyl tile |
| L195437-2 | 10422-W-02 | **Apartment #4** Living room / white texture |
| L195437-3 | 10422-W-03-1 | **Apartment #4** Living room / white drywall |
| L195437-4 | 10422-W-03-2 | **Apartment #4** Living room / white tape joint |
| L195437-5 | 10422-W-03-3 | **Apartment #4** Living room / white texture |
| L195437-9 | 10422-F-06 | **Apartment #4** Bathroom / grey vinyl sheeting floor |
| L195437-10 | 10422-W-07 | **Apartment #4** Bathroom / brown cove base mastic |
| L195437-11 | 10422-W-08 | **Apartment #4** Hallway closet / white texture |
| L195437-12 | 10422-W-09 | **Apartment #4** Bedroom #1 closet / white texture |
| L195437-13 | 10422-C-10 | **Apartment #4** Bedroom #1 / white acoustical spray |
| L195437-14 | 10422-C-11 | **Apartment #4** Bedroom #2 / white acoustical spray |
| L195437-15 | 10422-W-12-1 | **Apartment #4** Bedroom #2 / white drywall |
| L195437-16 | 10422-W-12-2 | **Apartment #4** Bedroom #2 / white tape joint |
| L195437-17 | 10422-W-12-3 | **Apartment #4** Bedroom #2 / white texture |
| L195437-18 | 10422-W-13-1 | **Apartment #4** Kitchen / white drywall |
| L195437-19 | 10422-W-13-2 | **Apartment #4** Kitchen / white tape joint |
| L195437-20 | 10422-W-13-3 | **Apartment #4** Kitchen / white texture |
| L195438-1 | 10422-F-01-1 | **Apartment #3** Entry / brown vinyl tiles |
| L195438-2 | 10422-F-01-1a | **Apartment #3** Entry / brown vinyl tiles/ white mastic and backing |
| L195438-3 | 10422-F-01-2 | **Apartment #3** Entry / white vinyl tiles |
| L195438-4 | 10422-F-01-2a | **Apartment #3** Entry / white vinyl tiles/ white adhesive |
| L195438-5 | 10422-W-02 | **Apartment #3** Living room / white texture |
| L195438-6 | 10422-W-03-1 | **Apartment #3** Kitchen / white drywall |
| L195438-7 | 10422-W-03-2 | **Apartment #3** Kitchen / white tape joint |
| L195438-8 | 10422-W-03-3 | **Apartment #3** Kitchen / white texture |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195438-10 | 10422-F-05 | **Apartment #3** Kitchen / beige vinyl sheeting floor |
| L195438-11 | 10422-W-06-1 | **Apartment #3** Bathroom / white drywall |
| L195438-12 | 10422-W-06-2 | **Apartment #3** Bathroom / white tape joint |
| L195438-13 | 10422-W-06-3 | **Apartment #3** Bathroom / white texture |
| L195438-14 | 10422-W-07 | **Apartment #3** Bedroom #1 / white texture |
| L195438-17 | 10422-W-10-1 | **Apartment #3** Bedroom #2 / white drywall |
| L195438-18 | 10422-W-10-2 | **Apartment #3** Bedroom #2 / white tape joint |
| L195438-19 | 10422-W-10-3 | **Apartment #3** Bedroom #2 / white texture |
| L195439-1 | 10422-R-01 | Roof, north end (field) / black rolled shingle/felt/mastic |
| L195439-2 | 10422-R-01a | Roof, north end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-3 | 10422-R-01b | Roof, north end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-4 | 10422-R-01c | Roof, north end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-5 | 10422-R-01d | Roof, north end (field) / black rolled shingle/felt/mastic - Roof felt |
| L195439-6 | 10422-R-02 | Roof, west end (field) / black rolled shingle/felt/mastic |
| L195439-7 | 10422-R-02a | Roof, west end (field) / black rolled shingle/felt/mastic -Roof sub-layer |
| L195439-8 | 10422-R-02b | Roof, west end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-9 | 10422-R-02c | Roof, west end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-10 | 10422-R-02d | Roof, west end (field) / black rolled shingle/felt/mastic - Roof felt |
| L195439-11 | 10422-R-03 | Roof, east end (field) / black rolled shingle/felt/mastic |
| L195439-12 | 10422-R-03a | Roof, east end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-13 | 10422-R-03b | Roof, east end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-14 | 10422-R-03c | Roof, east end (field) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-15 | 10422-R-03d | Roof, east end (field) / black rolled shingle/felt/mastic -Roof felt |
| L195439-16 | 10422-R-04 | Roof, north end (parapit wall) / black rolled shingle/felt/mastic |
| L195439-17 | 10422-R-04a | Roof, north end (parapit wall) / black rolled shingle/felt/mastic -Roof sub-layer |
| L195439-18 | 10422-R-04b | Roof, north end (parapit wall) / black rolled shingle/felt/mastic - Roof sub-layer |
| L195439-19 | 10422-R-04c | Roof, north end (parapit wall) / black rolled shingle/felt/mastic - Roof sub-layer |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195439-20 | 10422-R-04d | Roof, north end (parapit wall) / black rolled shingle/felt/mastic - Roof felt |
| L195439-21 | 10422-R-05 | Roof, penetration, mid roof / black mastic |
| L195439-22 | 10422-R-06 | Roof, penetration, southwest roof / black mastic |
| L195439-23 | 10422-R-07 | Roof, penetration, northwest roof / black mastic |
| L195439-24 | 10422-W-08 | Exterior wall, northeast wall / black stucco/skim coat |
| L195439-25 | 10422-W-08a | Exterior wall, northeast wall / black stucco/skim coat - Skim coat |
| L195439-26 | 10422-W-08b | Exterior wall, northeast wall / black stucco/skim coat - Gray stucco |
| L195439-27 | 10422-W-09-1 | Exterior wall, southwest corner / grey/green stucco |
| L195439-28 | 10422-W-09-1a | Exterior wall, southwest corner / grey/green stucco - Skim coat |
| L195439-29 | 10422-W-09-2 | Exterior wall, southwest corner / grey skim coat |
| L195439-30 | 10422-W-10 | Exterior wall, east side / grey stucco |
| L195439-31 | 10422-W-10a | Exterior wall, east side / grey stucco - Skim coat |
| L195439-32 | 10422-W-10b | Exterior wall, east side / grey stucco - Gray stucco |
| L195439-33 | 10422-W-11 | Exterior wall, north end / brown barrier paper |
| L195439-34 | 10422-F-12 | Foundation / grey concrete |
| L195439-35 | 10422-F-13 | Parking lot / black asphalt |
| L195440-1 | 2700-R-01 | Roof, east end, field / black rolled shingle/felt/hot mop |
| L195440-2 | 2700-R-01a | Roof, east end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-3 | 2700-R-01b | Roof, east end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-4 | 2700-R-01c | Roof, east end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-5 | 2700-R-01d | Roof, east end, field / black rolled shingle/felt/hot mop - Roof felt |
| L195440-6 | 2700-R-02 | Roof, north end, field / black rolled shingle/felt/hot mop |
| L195440-7 | 2700-R-02a | Roof, north end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-8 | 2700-R-02b | Roof, north end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-9 | 2700-R-02c | Roof, north end, field / black rolled shingle/felt/hot mop Roof sub-layer |
| L195440-10 | 2700-R-02d | Roof, north end, field / black rolled shingle/felt/hot mop Roof felt |
| L195440-11 | 2700-R-03 | Roof, south end, field / black rolled shingle/felt/hot mop |
| L195440-12 | 2700-R-03a | Roof, south end, field / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-13 | 2700-R-03b | Roof, south end, field / black rolled shingle/felt/hot mop Roof sub-layer |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195440-14 | 2700-R-03c | Roof, south end, field / black rolled shingle/felt/hot mop Roof sub-layer |
| L195440-15 | 2700-R-03d | Roof, south end, field / black rolled shingle/felt/hot mop Roof felt |
| L195440-18 | 2700-R-06 | Roof, penetration west / black mastic |
| L195440-19 | 2700-W-07-1 | Exterior wall, southeast corner / green stucco |
| L195440-20 | 2700-W-07-2 | Exterior wall, southeast corner / green stucco - Skim coat |
| L195440-21 | 2700-W-07-3 | Gray stucco |
| L195440-22 | 2700-W-08 | Exterior wall, southwest wall / grey stucco/skim coat |
| L195440-23 | 2700-W-08-2 | Exterior wall, southwest wall / grey stucco/skim coat - Skim coat |
| L195440-24 | 2700-W-08-3 | Exterior wall, southwest wall / grey stucco/skim coat - Gray stucco |
| L195440-25 | 2700-W-09 | Exterior wall, north wall / grey stucco/skim coat |
| L195440-26 | 2700-W-09-2 | Exterior wall, north wall / grey stucco/skim coat - Skim coat |
| L195440-27 | 2700-W-09-3 | Exterior wall, north wall / grey stucco/skim coat - Gray stucco |
| L195440-28 | 2700-W-10 | Exterior wall / brown barrier paper |
| L195440-29 | 2708-R-11-1 | Roof, east end (field) / black rolled shingle/felt/hot mop |
| L195440-30 | 2708-R-11-1a | Roof, east end (field) / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-31 | 2708-R-11-1b | Roof, east end (field) / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-32 | 2708-R-11-1c | Roof, east end (field) / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-33 | 2708-R-11-1d | Roof, east end (field) / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-34 | 2708-R-11-2 | Roof, west end / brown insulate |
| L195440-35 | 2708-R-12 | Roof, northwest end / black rolled shingle/felt/hot mop |
| L195440-36 | 2708-R-12a | Roof, northwest end / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-37 | 2708-R-12b | Roof, northwest end / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-38 | 2708-R-12c | Roof, northwest end / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-39 | 2708-R-12d | Roof, northwest end / black rolled shingle/felt/hot mop - Roof felt |
| L195440-40 | 2708-R-13 | Roof, southwest end / black rolled shingle/felt/hot mop |
| L195440-41 | 2708-R-13a | Roof, southwest end / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-42 | 2708-R-13b | Roof, southwest end / black rolled shingle/felt/hot mop - Roof sub-layer |

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| L195440-43 | 2708-R-13c | Roof, southwest end / black rolled shingle/felt/hot mop - Roof sub-layer |
| L195440-44 | 2708-R-13d | Roof, southwest end / black rolled shingle/felt/hot mop - Roof felt |
| L195440-48 | 2708-W-17-1 | Exterior wall, east wall / green skim coat |
| L195440-49 | 2708-W-17-2 | Exterior wall, east wall / green skim coat - Skim coat |
| L195440-50 | 2708-W-17-3 | Exterior wall, east wall / green skim coat - Grey stucco |
| L195440-51 | 2708-W-18-1 | Exterior wall, northwest wall / beige skim coat |
| L195440-52 | 2708-W-18-2 | Exterior wall, northwest wall / beige skim coat - Skim coat |
| L195440-53 | 2708-W-18-3 | Exterior wall, northwest wall / beige skim coat - Grey stucco |
| L195440-54 | 2708-W-19-1 | Exterior wall, southwest wall / brown skim coat |
| L195440-55 | 2708-W-19-2 | Exterior wall, southwest wall / brown skim coat - Skim coat |
| L195440-56 | 2708-W-19-3 | Exterior wall, southwest wall / brown skim coat - Grey stucco |
| L195440-57 | 2708-W-20 | Exterior wall, east wall / brown barrier paper |
| L195440-58 | 2708-F-20 | Foundation / grey concrete |
| L195440-59 | 2708-F-21 | Parking lot, north end / black asphalt |
| L195440-60 | 2708-W-23 | Foundation, north end / grey concrete |
| L195440-61 | 2708-F-24 | Parking lot, south end / black asphalt |

- ***Paint Findings***

Lead samples were analyzed by Atomic Absorption in the KELLCO-MACS laboratory. OSHA requires protection of workers from exposure to any lead. Paint should be considered as containing lead if it is the same color as any positive tested material, unless it has specifically been tested and shown to be **none detected** for lead.

The following materials tested **positive** for lead:

| Lab Sample # | Field Sample # | Field Description | PPM | Wt % |
|---|---|---|---|---|
| P195407-1 | 2700-Pb-01 | **Apartment #1** - Interior Window Sill - White - Paint On Wood | 436 | 0.0436 |
| P195407-2 | 2700-Pb-02 | **Apartment #2** - Bathroom - White / Grey - Ceramic Tiles | 291 | 0.0291 |
| P195407-3 | 2700-Pb-03 | **Apartment #3** - Interior Door Frame - Off White - Paint On Wood | 111 | 0.0111 |
| P195407-4 | 2708-Pb-04 | **Apartment #1** - Bathroom - Pink- Ceramic Tiles | 45 | 0.0045 |
| P195407-5 | 2708-Pb-05 | **Apartment #2** - Window Sill - White - Paint On Wood | 182 | 0.0182 |
| P195407-6 | 2708-Pb-06 | **Apartment #4** - Kitchen - Off / White - Ceramic Tiles | 46 | 0.0046 |

| Lab Sample # | Field Sample # | Field Description | PPM | Wt % |
|---|---|---|---|---|
| P195407-7 | 2708-Pb-07 | Exterior Wall - White / Beige / Green - Paint On Wood | 308 | 0.0308 |
| P195407-8 | 2708-Pb-08 | Exterior - Wood Trim - Off White - Paint On Wood | 872 | 0.0872 |
| P195407-10 | 10422-Pb-10 | Stairwells - Black - Paint On Metal | 250 | 0.0250 |
| P195407-11 | 10422-Pb-11 | **Apartment #4** - Interior Window Sill Wall - White - Paint On Wood | 112 | 0.0112 |

**Paint of the same color as the above samples should be considered positive unless proven otherwise by direct sampling with results of "None Detected."**

The following are materials for which the lead was **none detected**:

| Lab Sample # | Field Sample # | Field Description |
|---|---|---|
| P195407-9 | 10422-Pb-09 | Roof Top - Vent - Silver - Paint On Metal |
| P195407-12 | 10422-Pb-12 | **Apartment #4** - Interior Wall - White - Paint On Drywall |

**Although there are some materials that are negative for lead paint, for the purposes of demolition it is recommended that all painted materials be considered as lead containing.**

- ***Other Hazardous Materials***

The building contains light fixtures with fluorescent bulbs and ballasts that may contain PCB's. These should be handled in accordance with regulations.

It is also anticipated that the fluorescent light tubes may contain mercury. If they are to be removed, they should be recycled properly

Thermostats were observed throughout the building to be of the mercury type.

## Regulatory Requirements

The Environmental Protection Agency (EPA) defines Asbestos Containing Material as any material that contains greater than 1% asbestos. Materials containing greater than 1% asbestos must be removed prior to demolition or renovation if they will be disturbed.

Friable asbestos containing material is any material that can be crushed or pulverized by hand pressure when dry, or materials that can be rendered to a crumbled, pulverized, or powdered state when dry by crushing, sanding, sawing, shot blasting, or through demolition or renovation activities.

As stated by NESHAP regulations, any material that contains less than 10% asbestos using the visual estimation method can be point counted with gravimetric reduction. The Point Counting method is a much more accurate analytical method for determining the percent of asbestos in a particular material.

If the Point Count method determines that the material contains less than 1% asbestos, the material being analyzed can be disposed of as non-hazardous asbestos containing construction waste.

Removal or disturbance of material with any detectable amount of asbestos must be handled in accordance with OSHA regulations. Cal-OSHA registration is required if the material contains more than .1% asbestos ($1/10^{th}$ of a percent). If there is more than 100 feet (linear or square) of an asbestos containing material that will be abated or disturbed, a California State registered and licensed asbestos abatement contractor must perform the work. If there is less than 100 feet, the work does not require a licensed asbestos abatement contractor, but must still conform to Cal-OSHA regulations.

Removal or disturbance of any amount of lead paint requires adherence to the Cal-OSHA and CDPH regulations, including proper training and certification for workers and supervisors

The OSHA lead (1532) regulations require that a Negative Initial Determination for lead exposure be made with paint that contains greater than 0.06% (600 ppm) of lead. Paint with less than 0.06% lead should still be treated within the OSHA guidelines, but with reasonable work practices should not generate OSHA action levels of lead exposure.

Building components with intact lead paint and no other hazardous materials can be disposed of as non-hazardous construction waste. Paint chips and debris must be disposed of as lead containing hazardous waste.

## Comment Regarding All Asbestos Containing Materials:

Asbestos containing materials in good condition do not necessarily need to be removed unless they will be disturbed; they should however be respected.

Employees, contract workers and others should be advised not to drill, saw, scrape or otherwise disturb this material without taking precautionary measures appropriate to asbestos containing material.

Asbestos containing material should be removed prior to the renovation and must be removed prior to demolition.

## Comment Regarding All Lead Containing Materials:

Lead is a known health hazard. Lead containing materials in good condition do not necessarily need to be removed if they are not disturbed; they should however be respected.

Painted surfaces that contain lead should be made known to contractors who may disturb them during their work. OSHA guidelines for workers in contact with lead paint apply if ANY detectable lead is found.

Anyone coming in contact with leaded paint should be advised not to disturb it without taking precautionary measures appropriate to avoid lead contamination or lead exposure.

## Areas Needing Immediate Corrective Action

Asbestos (in any condition) and chipping and peeling lead paint should be removed prior to renovation and must be removed prior to demolition of the survey site.

## Analytical Procedures

- ***POLARIZED LIGHT MICROSCOPY (PLM)***

  Bulk samples were analyzed in accordance with U.S. EPA "Test Method for Determination of Asbestos in Bulk Building Materials, 1993," with inclusion of area percent estimates of the sample components. The use of the McCrone Color Dispersion Staining Technique supplements the analysis when considered useful by the analyst. The samples are prepared with refractive immersion oil and are examined under Polarized Light Microscopy (PLM). The accuracy of the visual estimate method is 1%.

  As per the standard "...The accuracy in the determination of the presence or absence of asbestos of greater than 1 area percent asbestos is greater than 99%." ASTM Committee D22.05, 1/18/88, Standard *Method of Testing for Asbestos Containing Materials by Polarized Light Microscopy*. If the sample matrix is reduced to minimize non-asbestos components, the detection limit can be mathematically enhanced, based on the amount of material remaining after matrix reduction. This method is called gravimetric reduction. This method involves ashing and chemical dissolution of the sample.

- ***POINT COUNTING***

  The Point Counting method is a much more accurate analytical method for determining the percent of asbestos in a particular material. KELLCO-MACS uses a muffle furnace to ash the sample and remove organic compounds. Hydrochloric acid is used to dissolve some of the non-asbestos minerals. Under this method a minimum of 125 points are counted from each of 8 different slide preparations of the same sample (total of 1000 points min.) If the **Point Count Method** determines that the material contains less than 1% asbestos, the material being analyzed can be treated as non-hazardous asbestos containing construction waste. **Note: ONLY the Point Count Method can be used for this determination.**

- ***ATOMIC ABSORPTION FOR LEAD***

  Paint samples were collected for atomic absorption (AA) analysis. The detection limit for each sample depends upon many factors including the sensitivity of the instrument and the sample size. In the KELLCO-MACS laboratory utilizing flame AA, the detection limit is normally .01% or 100 parts per million (ppm).

## KELLCO-MACS Qualifications

KELLCO-MACS is a creative joint venture offering hazardous materials and AIHA laboratory analyses. Our credentials include:

- The KELLCO-MACS asbestos inspector is licensed with the State of California Department of Occupational Safety and Health (CAL-OSHA).

- The KELLCO-MACS lead inspector is licensed by the California Department of Public Health (CDPH)

- The laboratory accreditations include:

    - **NVLAP PLM** for Asbestos: NIST National Voluntary Laboratory Accreditation Program certificate of accreditation for bulk **asbestos** analysis by polarized light microscopy (Accreditation #101948-1).
    - **AIHA** Accreditation for **Industrial Hygiene** Analytical Laboratory for PCM, and AA for lead (Accreditation #101786).
    - **AIHA Analyst Proficiency (NIOSH PAT)** (Accreditation # 11172)
    - **AIHA ELLAP** Accreditation for Lead: Accreditation for the **Environmental Lead** Laboratory recognized by the EPA as meeting the requirements of the National Lead Laboratory Accreditation Program established under Title X (Lab ID #11109).
    - **ELAP PLM** for Asbestos: California Department of Health Services, Environmental Laboratory Accreditation Program, certificate for bulk asbestos analysis (Certificate #2027)
    - **USDA Soil** permit #39484

The following supporting documents are attached to this report:

- Laboratory analytical reports
- Photographs of sample locations
- Floor plan or sketch showing sample locations

Please call KELLCO if there are any questions and/or clarifications regarding this report. We look forward to working with you in the future.

Sincerely,

**KELLCO-MACS**

Tim C. Cannard CAC #94-1395, CDPH Lead #764
Senior Project Manager

## Asbestos Definitions and Classifications

| | |
|---|---|
| ACM | (Asbestos Containing Material) - Material containing more than 1% asbestos. ACM must be disposed as hazardous waste. Note: Federal OSHA and Cal-OSHA control materials containing any amount of asbestos. |
| ACBM | (Asbestos Containing Building Material) – AHERA/ASHARA term for material containing more than 1% asbestos in or on interior structural members or other structural components. Exceptions: Covered walkways, porticos and exterior HVAC TSI. |
| ACCM | (Asbestos Containing Construction Material) – California term for a manufactured construction material containing greater than .1% (one tenth of one percent) asbestos. |
| PACM | (Presumed Asbestos Containing Material) OSHA considers all TSI and surfacing materials installed prior to1980 to be ACM unless proven otherwise. |
| Friable | Asbestos Containing Material that can be crumbled pulverized or reduced to powder by hand pressure when dry. |
| NOA | Naturally Occurring Asbestos. CARB defines as having >.25% by point counting. |

## Categories of Asbestos Used BY EPA AHERA/ASHARA and OSHA/Cal-OSHA

| | |
|---|---|
| TSI | (Thermal System Insulation) - "Thermal system insulation (TSI)" means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain. "Thermal system insulation ACM" is thermal system insulation which contains more than 1% asbestos. |
| SURFACING (usually mixed on site at time of application) | "Surfacing material" means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). "Surfacing ACM" means surfacing material which contains more than 1% asbestos. NOTE: OSHA/Cal-OSHA do not classify taping mud, floor tile mastic, stucco, leveling compound, and hard wall plasters or wall texturing as surfacing. |
| MISC. | All other ACM, including classify taping mud, floor tile mastic, stucco, leveling compound, and hard wall plasters or wall texturing as surfacing. |

## NESHAPS Categories for Asbestos (used by Air Quality Management Districts)

| | |
|---|---|
| Category I | Cat I Non-friable Asbestos Containing Material refers to asbestos containing packing, gaskets, resilient floor covering, Galbestos, and asphalt roofing products containing more than 1% asbestos. |
| Category II | Cat II Non-friable Asbestos-Containing Material is any material that is not Cat I that contains greater than 1% asbestos. |
| RACM | "Regulated Asbestos-Containing Material." – Friable asbestos material (ACM) or a Category I non-friable ACM that has become friable OR a Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading OR Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations. RACM should be removed prior to renovation or demolition. |

## Characterization of Asbestos Containing Materials

| Material | Estimated Quantity | TSI | Surfacing | Misc | RACM | Cat I | Cat II |
|---|---|---|---|---|---|---|---|
| Acoustical Ceiling Spray – Bldg. #2700 & #2708 Woodberry Way, Bldg. #10422 Croetto Way | 7,500 sq/ft | | X | | X | | |
| Linoleum & Paper Backing – Bldg. #2700 & #2708 Woodberry Way, Bldg. #10422 Croetto Way | 1,200 sq/ft | | | X | | X | |
| Black & Brown Counter Mastic – Bldg. #2700 & #2708 Woodberry Way, Bldg. 10422 Croetto Way | 50 sq/ft | | | X | | X | |
| Tape Joint Compound – Bldg. #2700 & #2708 Woodberry Way | 10,000 sq/ft | | X | | X | | |
| Wall Texture – Bldg. #2700 & #2708 Woodberry Way | 2,500 sq/ft | | X | | X | | |
| Black Penetration Mastic – Bldg. #2700 & #2708 Woodberry Way | 20 sq/ft | | | X | | X | |
| Transite Flue Pipe – All locations | ~160 LF | | | X | | | X |

Please Note: The above estimated quantity is only an estimate. It is up to the contractor to take accurate measurements of the asbestos containing materials before demolition.

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK (SEE TBM LIST FOR INFO)
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE SIZE/TYPE INDICATED
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE UNDERGROUND LOCATIONS
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE UNDERGROUND LOCATIONS
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE (SIZE INDICATED)
- WATER LINE (RECORD INFORMATION)
- WATER LINE UNDERGROUND LOCATIONS
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- UNDERGROUND ELECTRIC LINE UNDERGROUND LOCATIONS
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE (SIZE INDICATED)
- GAS LINE (RECORD INFORMATION)
- GAS LINE UNDERGROUND LOCATIONS
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE (RECORD INFORMATION)
- TELEPHONE LINE UNDERGROUND LOCATIONS
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.

| | |
|---|---|
| ?? | UNKNOWN |
| AC | ASPHALTIC CONCRETE |
| ACC | ACCESSIBLE |
| ACU | AIR CONDITIONING UNIT |
| AD | AREA DRAIN |
| APN | ASSESSOR'S PARCEL NUMBER |
| ARV | AIR RELEASE VALVE |
| BBALL | BASKETBALL POLE |
| BCM | BRASS CAP MONUMENT |
| BFP | BACK FLOW PREVENTER |
| BL | BLOCK |
| BLDG | BUILDING |
| BOL | BOLLARD |
| BOV | BLOW-OFF VALVE |
| BX | BOX(E) |
| BWF | BARBED WIRE FENCE |
| C/L | CENTERLINE |
| CATV | CABLE TELEVISION |
| CB | CATCH BASIN |
| CIP | CAPPED IRON PIPE |
| CL | CLASS |
| CLF | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| COL | COLUMN |
| COMM | COMMUNICATION |
| CONC | CONCRETE |
| CONC | CONDENSATE |
| CONST | CONSTRUCT |
| CP | CONTROL POINT FOUND |
| CPS | CONTROL POINT SET |
| CS | CONCRETE SURFACE |
| D | DUCT |
| DDC | DOUBLE DETECTOR CHECK VALVE |
| DF | DRINKING FOUNTAIN |
| DG | DECOMPOSED GRANITE |
| DI | DROP INLET |
| DIA | DIAMETER |
| DRWY | DRIVEWAY |
| DS | DOWNSPOUT |
| DWG | DRAWING |
| E | ELECTRIC |
| EP | EDGE OF PAVEMENT |
| ESMT | EASEMENT |
| EX | EXISTING |
| F | FIRE LINE |
| FA | FIRE ALARM |
| FDC | FIRE DEPARTMENT CONNECTION |
| FFE | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| FL | FLOWLINE |
| FNC | FENCE |
| FO | FIBER OPTIC |
| FS | FIRE SERVICE |
| G | GAS |
| GB | GRADE BREAK |
| GR | GRATE |
| GRB | GROUND ROD BOX |
| GRD | GRADE, ELEVATION |
| GRSD | GROUND ROD |
| GV | GAS VALVE |
| HB | HOSE BIBB |
| HBD | HEADER BOARD |
| HP | HIGH PRESSURE |
| HR | HANDRAIL |
| HVE | HIGH VOLTAGE ELECTRIC |
| ICP | IRRIGATION CONTROL PANEL |
| ICV | IRRIGATION CONTROL VALVE |
| INV | PIPE INVERT ELEVATION |
| IRR | IRRIGATION |
| JP | JOINT UTILITY POLE |
| JT | JOINT TRENCH |
| LF | LINEAL FEET |
| LNDG | LANDING |
| LVE | LOW VOLTAGE ELECTRIC |
| M | METAL |
| MH | MANHOLE |
| MS | NEW STRIP |
| MSC | METAL STORAGE CONTAINER |
| NTS | NOT TO SCALE |
| OH | OVERHEAD |
| OHANG | OVERHANG |
| OIP | OPEN IRON PIPE |
| OWP | OLD STEEL POST HOLE |
| PL | PROPERTY LINE |
| PA | PLANTER AREA |
| PD | PLANTER DRAIN |
| PH | POTHOLE |
| PIV | POST INDICATOR VALVE |
| PP | POWER POLE |
| PRKG | PARKING |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| R | RUNNER |
| RIM | MANHOLE RIM ELEVATION |
| ROW | RIGHT OF WAY |
| RP | REDUCED PRESSURE BACKFLOW PREVENTER |
| RWALL | RETAINING WALL |
| RWL | RAIN WATER LEADER |
| S/W | SIDEWALK |
| SD | STORM DRAIN |
| SDMH | STORM DRAIN MANHOLE |
| SHR | SHRUB |
| SL | STREET LIGHT |
| SLB | STREET LIGHT BOX |
| SS | SANITARY SEWER |
| SSCO | SANITARY SEWER CLEANOUT |
| SSMH | SANITARY SEWER MANHOLE |
| STD | STANDARD |
| STL | STEEL |
| T | TELEPHONE |
| TBALL | TETHER BALL POLE |
| TBM | TEMPORARY BENCHMARK |
| TC | TOP OF CURB |
| TOW | TOP OF WALL |
| TP | TELEPHONE POLE |
| TRW | TOP OF RETAINING WALL |
| UG | UNDERGROUND |
| UNK | UNKNOWN |
| UON | UNLESS OTHERWISE NOTED |
| VBALL | VOLLEYBALL |
| W | WATER |
| W/ | WITH |
| W/O | WITHOUT |
| WD | WOOD |
| WI/F | WROUGHT IRON FENCE |
| XFMR | TRANSFORMER |
| XWALK | CROSSWALK |

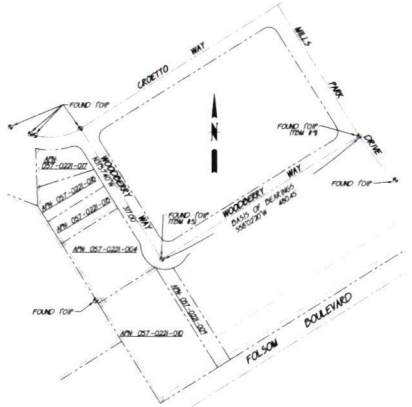
## TBM LIST

| NUMBER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CP: CHISELED "+" | 1028343 | 1003498 | 9100 |
| 2 | CP: CHISELED "+" | 1057377 | 998508 | 9122 |
| 3 | CPF TOP | 1056451 | 998514 | 9174 |
| 4 | CP: CHISELED "+" | 1047939 | 998414 | 8992 |
| 5 | CPF TOP | 1027560 | 1003303 | 9166 |
| 6 | CP: MAG NAIL | 1028165 | 997243 | 9221 |
| 7 | CP: PICKER | 1082287 | 998374 | 9271 |
| 8 | CP: PICKER | 1007643 | 1008779 | 9250 |
| 9 | CPF TOP | 1054998 | 998498 | 9240.65 |
| 10 | CPF: MAG NAIL | 1030478 | 998674 | 9253 |
| 11 | CPF: CHISELED "+" | 1007837 | 1007089 | 9249 |
| 12 | CP: PICKER | 1036433 | 997983 | 9217.77 |
| 13 | CP: PICKER | 1043586 | 997669 | 9215 |
| 14 | CPF TOP | 1055013 | 974170 | 8939 |
| 15 | CPF TOP | 1055313 | 973792 | 8934 |
| 16 | CPF TOP | 1056728 | 997647 | 8944 |
| 18 | CP: CHISELED "+" | 1078698 | 997074 | 9210 |
| 19 | CP: CHISELED "+" | 1033159 | 998328 | 9262 |
| 20 | CP: CHISELED "+" | 1028757 | 998363 | 9265 |
| 21 | CP: MAG NAIL | 1005714 | 998728 | 9275 |
| 22 | CPF TOP | 1049423 | 1048525 | 9317 |

**BASIS OF BEARINGS:**
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY (ITEM #5) TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE (ITEM #19, IDENTICAL TO "MAPS" BOOK 53 PAGE 8, 10/07/2003).

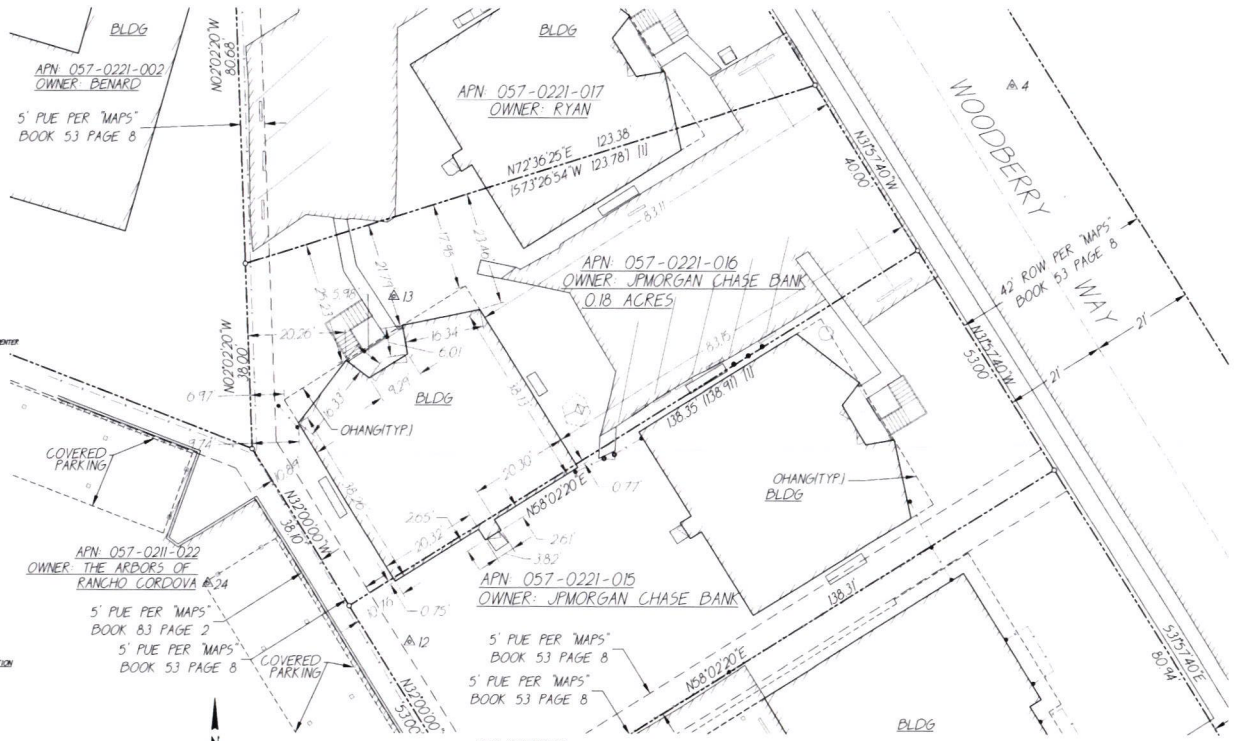
**FEMA INFORMATION:**
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN" PER FLOOD INSURANCE RATE MAP 06067C0 2 06C DATED JULY 6, 1998.

**NOTE:**
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.




FOUND MONUMENT DETAIL
1"=100'

VICINITY MAP
NOT TO SCALE




GRAPHIC SCALE
10 0 5 10 20 40
( IN FEET )
1 inch = 10 ft.

THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED

**REFERENCES**
TITLE DOCS 32009A0170276

**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 33 AS SHOWN ON THE PLAT OF CORDOVA COURT UNIT NO. 2 RECORDED IN BOOK 53 OF MAPS AT PAGE 8 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 3700' WEST 5300 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 33; THENCE FROM SAID POINT OF BEGINNING CONTINUING NORTH 3700' WEST 38.80 FEET ALONG THE WESTERLY LINE OF SAID LOT 33 TO A POINT; THENCE NORTH 03°20'20" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 33 A DISTANCE OF 38.00 FEET TO A POINT; THENCE NORTH 72°36'25" EAST, A DISTANCE OF 123.38 FEET SOUTH 73°26'54" EAST, 123.78 FEET(11), TO A POINT IN THE EASTERLY LINE OF SAID LOT 33 LOCATED NORTH 1300 FEET ALONG THE EASTERLY LINE OF SAID LOT 33 FROM SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH 3757'40" EAST ALONG THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 40.00 FEET TO A POINT THENCE SOUTH 58°02'20" WEST, A DISTANCE OF 138.35 FEET (138.91 FEET) (1) TO THE POINT OF BEGINNING.

**CERTIFICATE:**

TO THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 10, 10b, 11, AND 16-19 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009 _____
REGISTRATION NO. C26362

1 OF 2

ALTA/ACSM LAND TITLE SURVEY
OF
2700 WOODBERRY WAY
(APN: 057-0221-016)
IN THE
CITY OF RANCHO CORDOVA
FOR
SACRAMENTO COUNTY, CALIFORNIA

WARREN LAND SURVEYING, INC.
2351 SUNRISE BLVD., STE. 150
GOLD RIVER, CA 95670
(916) 851-8700

GEORGE D. WARREN
No. 7893
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: NA
JOB NO.: CM-614

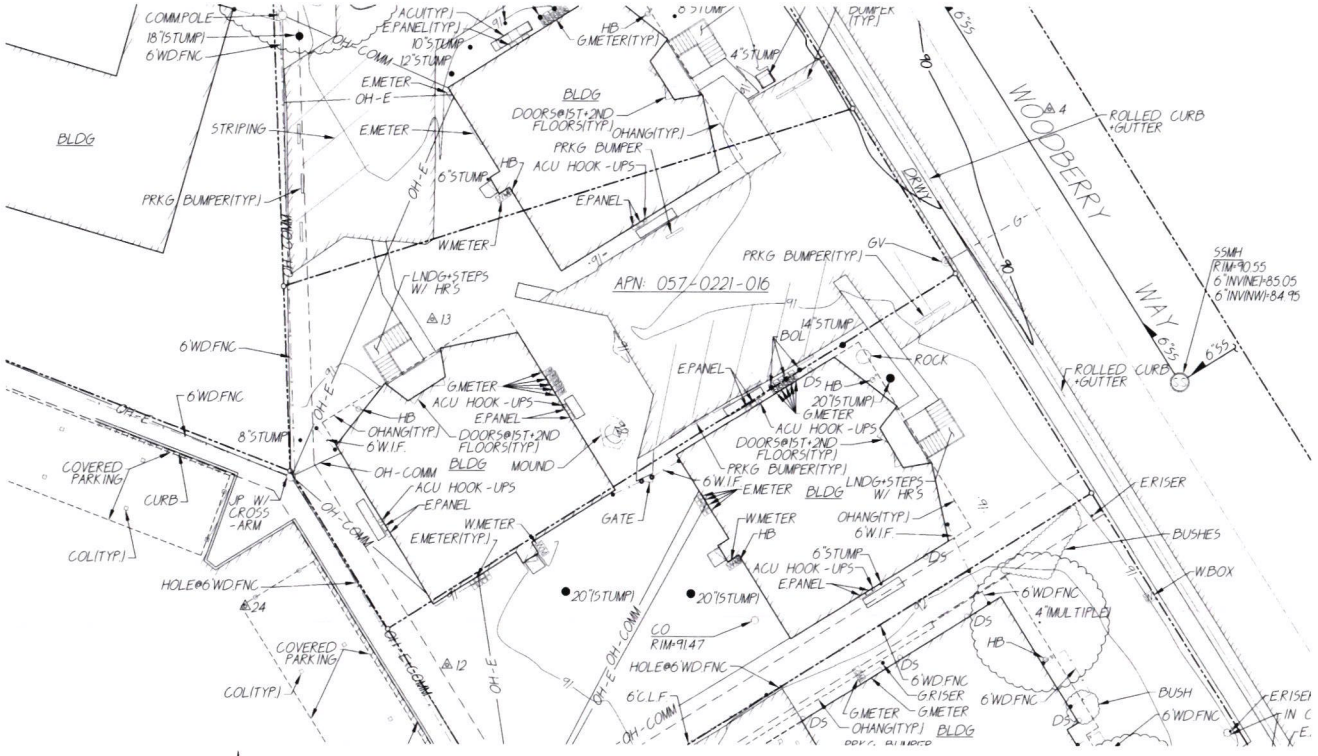
| NO. | REVISION | DATE |
|---|---|---|
| | | |

DESIGNED: N/A
DRAWN: JB/KJS
CHECKED: GWW
SURVEYED ON: 11/2/2009
FINAL ISSUED ON: 11/18/09

A.P.N. 057-0221-016
BENCHMARK NO. 18-208
ELEV. 80.82'

FOUND RAILROAD SPIKE AND 3/4" METAL DISC STAMPED "LS 6363" ON TOP OF CONCRETE BOX CULVERT, ON WEST SIDE OF COLUMN NO. APPROXIMATELY 65' NORTH OF COLLETTO DR.

KJS 11/18/09




NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING

A.P.N. 057-0221-016

BENCHMARK NO. 18-208 LLLY 100.81

FOUND RAGGED AND ½" METAL DISC STAMPED "LS 5141 B-208" SET FLUSH IN CONCRETE AT THE INTERSECTION OF WOODBERRY WAY AND COLLETTO DR. AT THE CENTERLINE OF COLLETTO DR. APPROXIMATELY 65' NORTH OF COLLETTO DR. AND 10' EAST OF THE CENTERLINE OF WOODBERRY WAY.

DESIGNED: KM
DRAWN: JS/DJS
CHECKED: GHF
SURVEYED ON: 11/2/09
FINAL ISSUED ON: 11/16/09

| NO. | REVISION | DATE |
|---|---|---|

HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: NA
JOB NO. 09-614

WARREN LAND SURVEYING, INC.
P.O. Box 1
Rancho Cordova, CA 95741
(916) 635-3535

PROFESSIONAL ENGINEER
GEORGE D. HOLLIS
No. 33861
Exp. 3-31-11
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

ALTA/ACSM LAND TITLE SURVEY
2700 WOODBERRY WAY
(APN: 057-0221-016)
FOR
CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

2 OF 2

0 20 30 80

PCR-60

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK. SEE TBM LIST FOR INFO
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE SIZE/TYPE INDICATED
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## EXISTING UTILITIES

- STORM DRAIN LINE, SIZE & DIRECTION OF FLOW
- STORM DRAIN LINE RECORD INFORMATION
- STORM DRAIN LINE UNDERGROUND LOCATION
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE, SIZE & DIRECTION OF FLOW
- SANITARY SEWER LINE RECORD INFORMATION
- SANITARY SEWER LINE UNDERGROUND LOCATION
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE SIZE INDICATED
- WATER LINE RECORD INFORMATION
- WATER LINE UNDERGROUND LOCATION
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE RECORD INFORMATION
- UNDERGROUND ELECTRIC LINE UNDERGROUND LOCATION
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE SIZE INDICATED
- GAS LINE RECORD INFORMATION
- GAS LINE UNDERGROUND LOCATION
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE RECORD INFORMATION
- TELEPHONE LINE UNDERGROUND LOCATION
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS

| | |
|---|---|
| ?? | UNKNOWN |
| AC | ASPHALTIC CONCRETE |
| ACC | ACCESSIBLE |
| ACU | AIR CONDITIONING UNIT |
| AD | AREA DRAIN |
| APN | ASSESSOR'S PARCEL NUMBER |
| AV | AIR RELEASE VALVE |
| BASKET | BASKETBALL POLE |
| BCM | BRASS CAP MONUMENT |
| BFP | BACK FLOW PREVENTER |
| BLK | BLOCK |
| BLDG | BUILDING |
| BOL | BOLLARD |
| BOV | BLOW-OFF VALVE |
| BW | BACK WALL |
| BWF | BARBED WIRE FENCE |
| CL | CENTERLINE |
| CATV | CABLE TELEVISION |
| CB | CATCH BASIN |
| CI | CAPPED IRON PIPE |
| CLG | CLASS |
| CLF | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| COL | COLUMN |
| COMM | COMMUNICATION |
| CONC | CONCRETE |
| COND | CONDENSATE |
| CONST | CONSTRUCT |
| CP | CONTROL POINT FOUND |
| CPS | CONTROL POINT SET |
| CS | CONCRETE SURFACE |
| D | DEPTH |
| DDC | DOUBLE DETECTOR CHECK VALVE |
| DF | DRINKING FOUNTAIN |
| DG | DECOMPOSED GRANITE |
| DI | DROP INLET |
| DIA | DIAMETER |
| DRWY | DRIVEWAY |
| DS | DOWNSPOUT |
| DWG | DRAWING |
| E | ELECTRIC |
| EP | EDGE OF PAVEMENT |
| ESMT | EASEMENT |
| EX | EXISTING |
| F | FIRE LINE |
| FA | FIRE ALARM |
| FDC | FIRE DEPARTMENT CONNECTION |
| FFE | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| FL | FLOWLINE |
| FNC | FENCE |
| FO | FIBER OPTIC |
| FS | FIRE SERVICE |
| G | GAS |
| GB | GRADE BREAK |
| GT | GRATE |
| GRB | GROUND ROD BOX |
| GRD | GRADE ELEVATION |
| GROD | GROUND ROD |
| GV | GAS VALVE |
| HB | HOSE BIBB |
| HDBD | HEADER BOARD |
| HP | HIGH PRESSURE |
| HH | HANDHOLE |
| HVE | HIGH VOLTAGE ELECTRIC |
| ICP | IRRIGATION CONTROL PANEL |
| ICV | IRRIGATION CONTROL VALVE |
| INV | PIPE INVERT ELEVATION |
| IRR | IRRIGATION |
| JP | JOINT UTILITY POLE |
| JT | JOINT TRENCH |
| LF | LINEAL FEET |
| LNDG | LANDING |
| LVE | LOW VOLTAGE ELECTRIC |
| M | METAL |
| MH | MANHOLE |
| MS | MOW STRIP |
| MSC | METAL STORAGE CONTAINER |
| NTS | NOT TO SCALE |
| OH | OVERHEAD |
| OHANG | OVERHANG |
| OIP | OPEN IRON PIPE |
| OSPH | OLD STEEL POST HOLE |
| PL | PROPERTY LINE |
| PA | PLANTER AREA |
| PD | PLANTER DRAIN |
| PH | POTHOLE |
| PIV | POST INDICATOR VALVE |
| PP | POWER POLE |
| PRES | PRESSURE |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| R | RUBBER |
| RIM | MANHOLE RIM ELEVATION |
| ROW | RIGHT OF WAY |
| RP | RECYCLED PRESSURE BACKFLOW PREVENTER |
| RWALL | RETAINING WALL |
| RWL | RAIN WATER LEADER |
| SW | SIDEWALK |
| SD | STORM DRAIN |
| SDMH | STORM DRAIN MANHOLE |
| SIB | SHRUB |
| SL | STREET LIGHT |
| SLB | STREET LIGHT BOX |
| SS | SANITARY SEWER |
| SSCO | SANITARY SEWER CLEANOUT |
| SSMH | SANITARY SEWER MANHOLE |
| STD | STANDARD |
| STL | STEEL |
| T | TELEPHONE |
| TPOLE | TELEPHONE POLE |
| TBM | TEMPORARY BENCHMARK |
| TC | TOP OF CURB |
| TOW | TOP OF WALL |
| TP | TELEPHONE POLE |
| TFW | TOP OF RETAINING WALL |
| UG | UNDERGROUND |
| UNK | UNKNOWN |
| UON | UNLESS OTHERWISE NOTED |
| VBALL | VOLLEYBALL |
| W | WATER |
| W/ | WITH |
| W/O | WITHOUT |
| WD | WOOD |
| WI/F | WROUGHT IRON FENCE |
| XFMR | TRANSFORMER |
| XWALK | CROSSWALK |

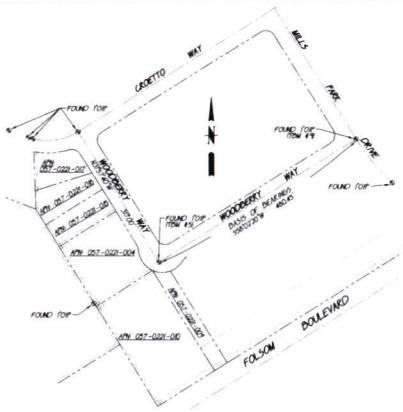
## TBM LIST

| NUMBER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CPS CHISELED "X" | 1028343 | 1003498 | 91.00 |
| 2 | CPS CHISELED "X" | 1057377 | 985108 | 89.20 |
| 3 | CPF TOP | 1056451 | 985154 | 89.74 |
| 4 | CPS CHISELED "X" | 1047939 | 990414 | 89.92 |
| 5 | CPF TOP | 1027560 | 1000303 | 91.66 |
| 6 | CPS MAG NAIL | 1026146 | 987243 | 92.21 |
| 7 | CPS PICKER | 1018287 | 998374 | 92.71 |
| 8 | CPS PICKER | 1007843 | 1008779 | 92.50 |
| 9 | CPF TOP | 1054918 | 1045565 | 92.92 |
| 10 | CPF MAG NAIL | 1020478 | 988174 | 92.53 |
| 11 | CPF CHISELED "X" | 1009837 | 1017088 | 92.49 |
| 12 | CPS PICKER | 1036487 | 977983 | 90.77 |
| 13 | CPS PICKER | 1043586 | 977866 | 91.15 |
| 14 | CPF TOP | 1055013 | 974170 | 89.39 |
| 15 | CPF TOP | 1055313 | 973190 | 89.34 |
| 16 | CPF TOP | 1056728 | 969647 | 89.44 |
| 18 | CPS CHISELED "X" | 1029698 | 987074 | 92.92 |
| 19 | CPS CHISELED "X" | 1033359 | 986338 | 92.62 |
| 20 | CPS CHISELED "X" | 1028757 | 990863 | 92.65 |
| 21 | CPS MAG NAIL | 1005714 | 990728 | 92.75 |
| 22 | CPF TOP | 1045923 | 1048525 | 93.17 |

BASIS OF BEARINGS:
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY ITEM #16 TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE ITEM #18, IDENTICAL TO "MAPS" BOOK 53 PAGE 8, N68°03'30"E

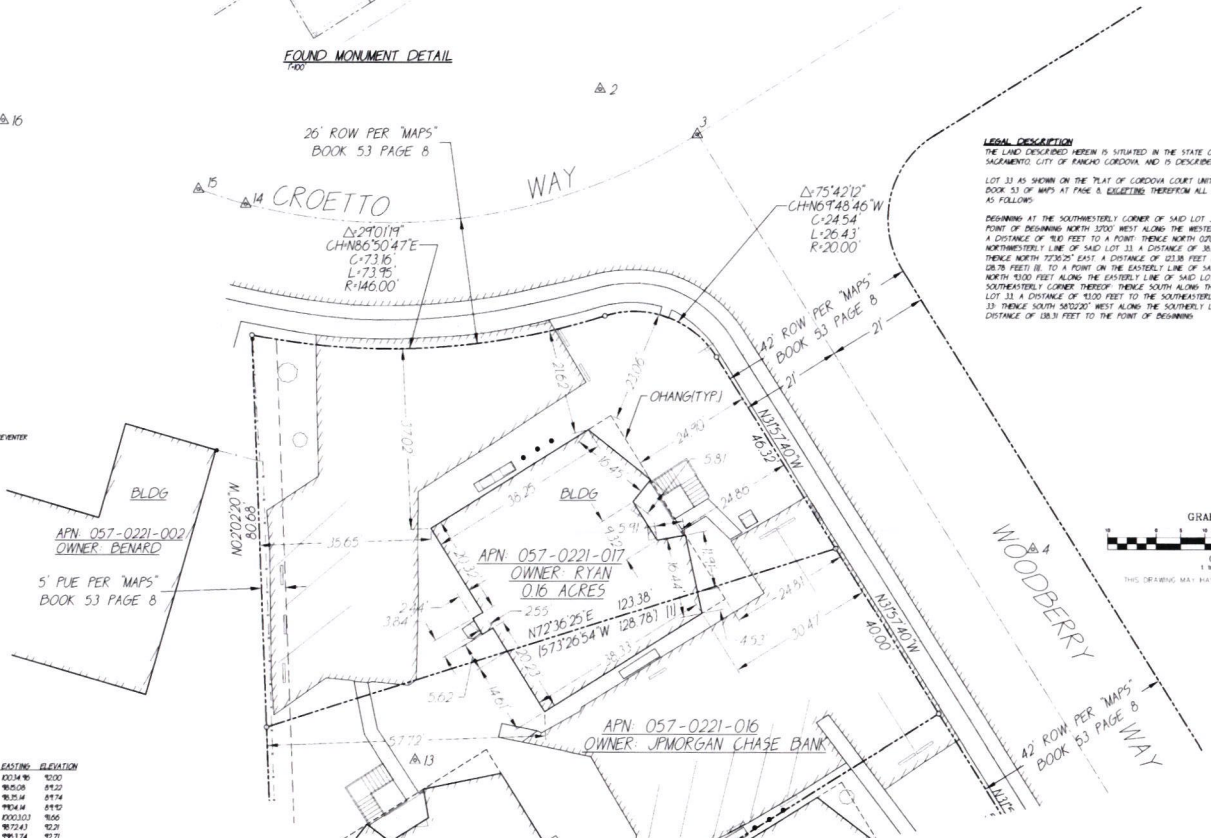
FEMA INFORMATION:
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN PER FLOOD INSURANCE RATE MAP, RECORD DATE DATED JULY 6, 1998.

NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.




FOUND MONUMENT DETAIL
1"=100'

VICINITY MAP
NOT TO SCALE




GRAPHIC SCALE
( IN FEET )
1 inch = 10 ft.
THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED

**REFERENCES**
III DOC# 2009040300356

**LEGAL DESCRIPTION**
THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

LOT 33 AS SHOWN ON THE PLAT OF CORDOVA COURT UNIT NO. 2 RECORDED IN BOOK 53 OF MAPS AT PAGE 8, EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 33; THENCE FROM SAID POINT OF BEGINNING NORTH 37°00' WEST ALONG THE WESTERLY LINE OF SAID LOT 33 A DISTANCE OF 91.60 FEET TO A POINT; THENCE NORTH 02°02'20" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 33, A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 73°36'25" EAST, A DISTANCE OF 123.38 FEET; SOUTH 73°26'54" WEST, 128.78 FEET; III, TO A POINT ON THE EASTERLY LINE OF SAID LOT 33; LOCATED NORTH 31°00' FEET ALONG THE EASTERLY LINE OF SAID LOT 33 FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 31.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 33; THENCE SOUTH 58°02'20" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 33, A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING.

**CERTIFICATE**
TO THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 10, 11(B), 13, AND 16-19 OF "TABLE A" THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009
REGISTRATION NO. C28362

ALTA/ACSM LAND TITLE SURVEY
OF
10422 CROETTO WAY
(APN: 057-0221-017)
FOR
CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

1 OF 2

WARREN LAND SURVEYING, INC.
P.O. Box 1
Rio Linda, CA 95673
(916) 991-3376

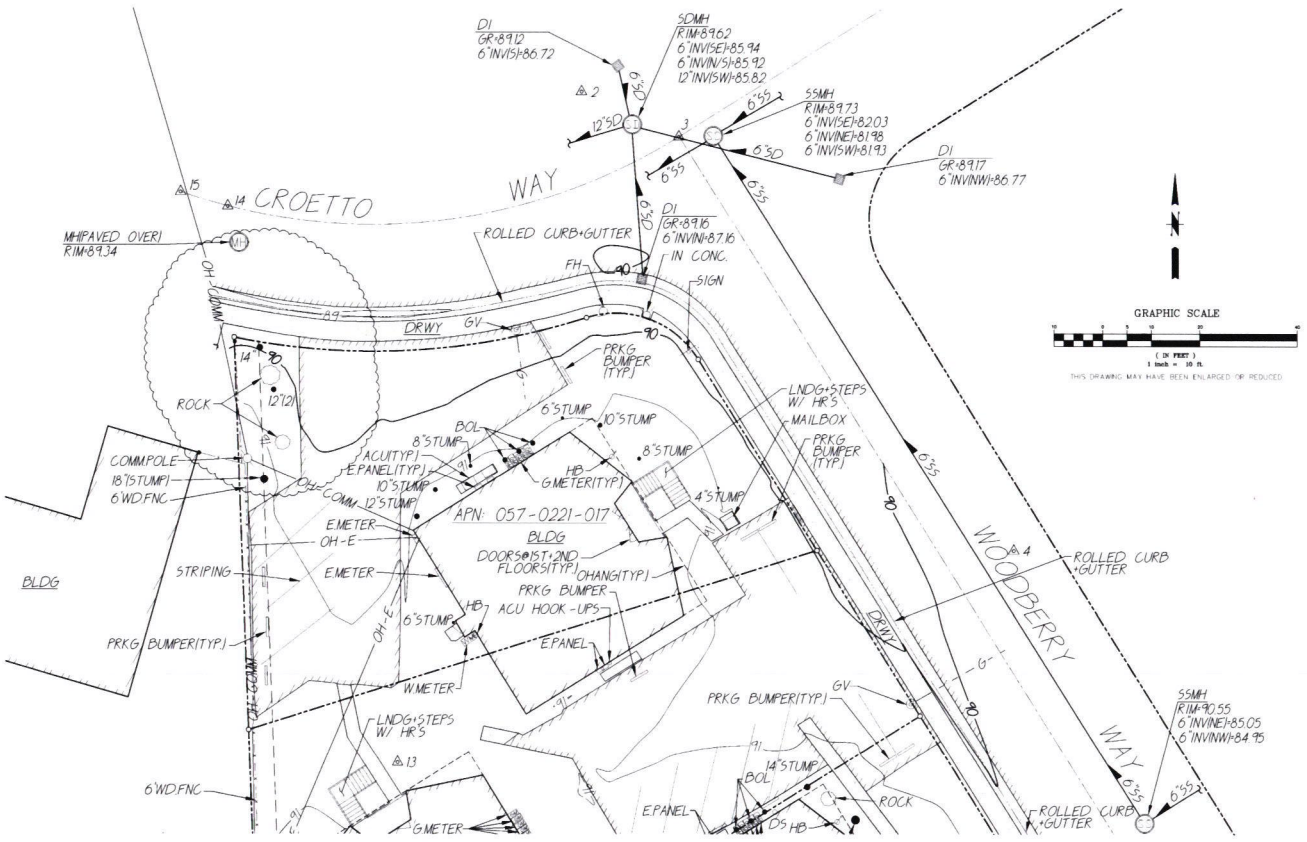
HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: NA
JOB NO.: 09-124

| NO. | REVISION | DATE |
|---|---|---|

DESIGNED: MM
DRAWN: JD/DJS
CHECKED: GW
SURVEYED ON: 11/2/09
FINAL ISSUED ON: 11/18/09

A.P.N.: 057-0221-017
BENCHMARK NO.: 18-208 ELEV.: 89.81'
FOUND RANGE END ¾" METAL DISC STAMPED "LS 8148 18-208" LOCATED NEAR CENTERLINE INTERSECTION OF SOUTH END OF WOODBERRY WAY AND MILLS PARK DRIVE, 4 FEET WEST OF CURB FACE OF COLONY RD. APPROXIMATELY 150 NORTH OF CENTERLINE OF CROETTO WAY.

PCF 1x0




NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING

ALTA/ACSM LAND TITLE SURVEY
OF
10422 CROETTO WAY
(APN: 057-0221-017)
FOR
CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

2 OF 2

WARREN LAND SURVEYING, INC.
P.O. Box 1
Rio Linda, CA 95673
(916) 991-2019

PROFESSIONAL ENGINEER
GEORGE D. WARREN
No. 33811
Exp. 3-31-10
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

| NO. | REVISION | DATE |
|---|---|---|
| | | |

HORIZONTAL SCALE 1"=10'
VERTICAL SCALE NA
JOB NO. 09-134

DESIGNED WM
DRAWN JD/DJS
CHECKED GW
SURVEYED ON 11/2/09
FINAL ISSUED ON 11/16/09

A.P.N. 057-0221-017
BENCHMARK NO. 18-208 ELEV. 83.81
FOUND RANGE AND ¾" METAL DISC STAMPED "CO. SM. B-208" LOCATED NEAR CENTERLINE SQUARE IN TOP OF SOUTH END OF CONCRETE HEADWALL AT THE NORTHWEST CORNER OF COLUMN NO. APPROXIMATELY 85' NORTH OF CROETTO DR.

0 20 30 80
PCF-60

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK SEE TBM LIST FOR INFO
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE (SIZE/TYPE INDICATED)
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE (UNDERGROUND LOCATING)
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RWL RAIN WATER LEADER
- DS DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE (UNDERGROUND LOCATING)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- W WATER LINE (SIZE INDICATED)
- W WATER LINE (RECORD INFORMATION)
- W WATER LINE (UNDERGROUND LOCATING)
- WATER MANHOLE
- WATER VALVE
- WM WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- BACKFLOW PREVENTER
- FIRE HYDRANT
- SPRINKLER
- HOSE BIBB
- OH-E- OVERHEAD ELECTRIC LINE
- E UNDERGROUND ELECTRIC LINE
- E UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- E UNDERGROUND ELECTRIC LINE (UNDERGROUND LOCATING)
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- G GAS LINE (SIZE INDICATED)
- G GAS LINE (RECORD INFORMATION)
- G GAS LINE (UNDERGROUND LOCATING)
- GAS MANHOLE
- GAS VALVE
- GM GAS METER
- T TELEPHONE LINE
- T TELEPHONE LINE (RECORD INFORMATION)
- T TELEPHONE LINE (UNDERGROUND LOCATING)
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| " | INCHES | D | DEPTH | ICP | IRRIGATION CONTROL PANEL | S/W | SIDEWALK |
| DDC | DOUBLE DETECTOR CHECK VALVE | ICV | IRRIGATION CONTROL VALVE | SD | STORM DRAIN |
| DF | DRINKING FOUNTAIN | INV | PIPE INVERT ELEVATION | SDMH | STORM DRAIN MANHOLE |
| DG | DECOMPOSED GRANITE | IRR | IRRIGATION | SIG | SIGNAL |
| DI | DROP INLET | JT | JOINT UTILITY POLE | SL | STREET LIGHT |
| DIA | DIAMETER | JT | JOINT TRENCH | SLB | STREET LIGHT BOX |
| DIST | DISTANCE | LF | LINEAL FEET | SS | SANITARY SEWER |
| DN | DOWNSPOUT | LNDG | LANDING | SSCO | SANITARY SEWER CLEANOUT |
| DWG | DRAWING | LVE | LOW VOLTAGE ELECTRIC | SSMH | SANITARY SEWER MANHOLE |
| E | ELECTRIC | M | METER | STD | STANDARD |
| EA | EACH | MH | MANHOLE | STL | STEEL |
| EP | EDGE OF PAVEMENT | MS | MOW STRIP | T | TELEPHONE |
| ESMT | EASEMENT | MSC | METAL STORAGE CONTAINER | TBALL | TETHER BALL POLE |
| EX | EXISTING | NTS | NOT TO SCALE | TBM | TEMPORARY BENCHMARK |
| FA | FIRE ALARM | OH | OVERHEAD | TC | TOP OF CURB |
| FDC | FIRE DEPARTMENT CONNECTION | OHANG | OVERHANG | TOW | TOP OF WALL |
| FFE | FINISHED FLOOR ELEVATION | OP | OPEN IRON PIPE | TP | TELEPHONE POLE |
| FH | FIRE HYDRANT | OSPH | OLD STEEL POST HOLE | TRW | TOP OF RETAINING WALL |
| FL | FLOWLINE | PL | PROPERTY LINE | UG | UNDERGROUND |
| FNC | FENCE | PA | PLANTER AREA | UNK | UNKNOWN |
| FD | FIBER OPTIC | PD | PLANTER DRAIN | UON | UNLESS OTHERWISE NOTED |
| FS | FIRE SERVICE | PH | POSTHOLE | VBALL | VOLLEYBALL |
| G | GAS | PIV | POST INDICATOR VALVE | W | WATER |
| G.F. | GRAIN LINE FENCE | PP | POWER POLE | W/ | WITH |
| GBF | CORRUGATED METAL PIPE | PPWB | PARKING | W/O | WITHOUT |
| GO | CLEANOUT | PUE | PUBLIC UTILITY EASEMENT | WD | WOOD |
| GOL | GAS LINE | PVC | POLYVINYL CALORIDE | WF | WOOD FENCE |
| GOM | COMMUNICATION | R | RADIUS | W.I.F. | WROUGHT IRON FENCE |
| GOND | GROUND ROD | RE | RUBBER | XFMR | TRANSFORMER |
| GRND | CONCRETE | RIM | MANHOLE RIM ELEVATION | XWALK | CROSSWALK |
| GUARD | GUARDGATE | ROW | RIGHT OF WAY | | |
| GUIDE | GUIDE POST | RP | REDUCED PRESSURE BACKFLOW PREVENTER | | |
| HP | CONTROL POINT FOUND | RWALL | RETAINING WALL | | |
| HPS | CONTROL POINT SET | RWL | RAIN WATER LEADER | | |
| HR | HANDRAIL | | | | |
| HVE | HIGH VOLTAGE ELECTRIC | | | | |

## VICINITY MAP

NOT TO SCALE

## CERTIFICATE

TO THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 9, 10, 13 AND 16-19 OF "TABLE A" THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009

REGISTRATION NO. GJ8362

## TBM LIST

| NUMBER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CPS CHISELED | 1028,143 | 10034.98 | 91.00 |
| 2 | CPS CHISELED | 10573.97 | 9855.08 | 89.22 |
| 3 | CPF TOP | 10564.51 | 9835.14 | 89.74 |
| 4 | CPS CHISELED | 10479.39 | 9904.14 | 89.92 |
| 5 | CPF TOP | 10295.60 | 10003.03 | 91.66 |
| 6 | CPS MAG NAIL | 10241.46 | 9872.43 | 92.71 |
| 7 | CPS PICKER | 10182.87 | 9983.74 | 92.71 |
| 8 | CPS PICKER | 10098.43 | 10089.79 | 92.50 |
| 9 | CPF TOP | 10549.98 | 10405.65 | 92.92 |
| 10 | CPF MAG NAIL | 10204.78 | 9869.74 | 92.53 |
| 11 | CPF CHISELED | 10098.37 | 10170.89 | 92.49 |
| 12 | CPS PICKER | 10364.87 | 9779.83 | 90.77 |
| 13 | CPS PICKER | 10435.86 | 9770.69 | 91.15 |
| 14 | CPF TOP | 10550.13 | 9741.70 | 89.39 |
| 15 | CPF TOP | 10553.13 | 9731.92 | 89.34 |
| 16 | CPF TOP | 10567.28 | 9698.47 | 89.44 |
| 18 | CPS CHISELED | 10298.98 | 9870.74 | 92.92 |
| 19 | CPS CHISELED | 10333.59 | 9883.28 | 92.62 |
| 20 | CPS CHISELED | 10367.57 | 9908.83 | 92.65 |
| 21 | CPS MAG NAIL | 10357.14 | 9907.28 | 92.75 |
| 22 | CPF TOP | 10459.23 | 10485.25 | 93.17 |

## LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

LOT 34 AS SHOWN ON THE "PLAT OF CORDOVA COURT UNIT NO. 3" RECORDED IN BOOK 53 OF MAPS AT PAGE 8.

BASIS OF BEARINGS:
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY (ITEM #5) TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE (ITEM #9) IDENTICAL TO "MAPS" BOOK 53 PAGE 8. N58°02'20"E

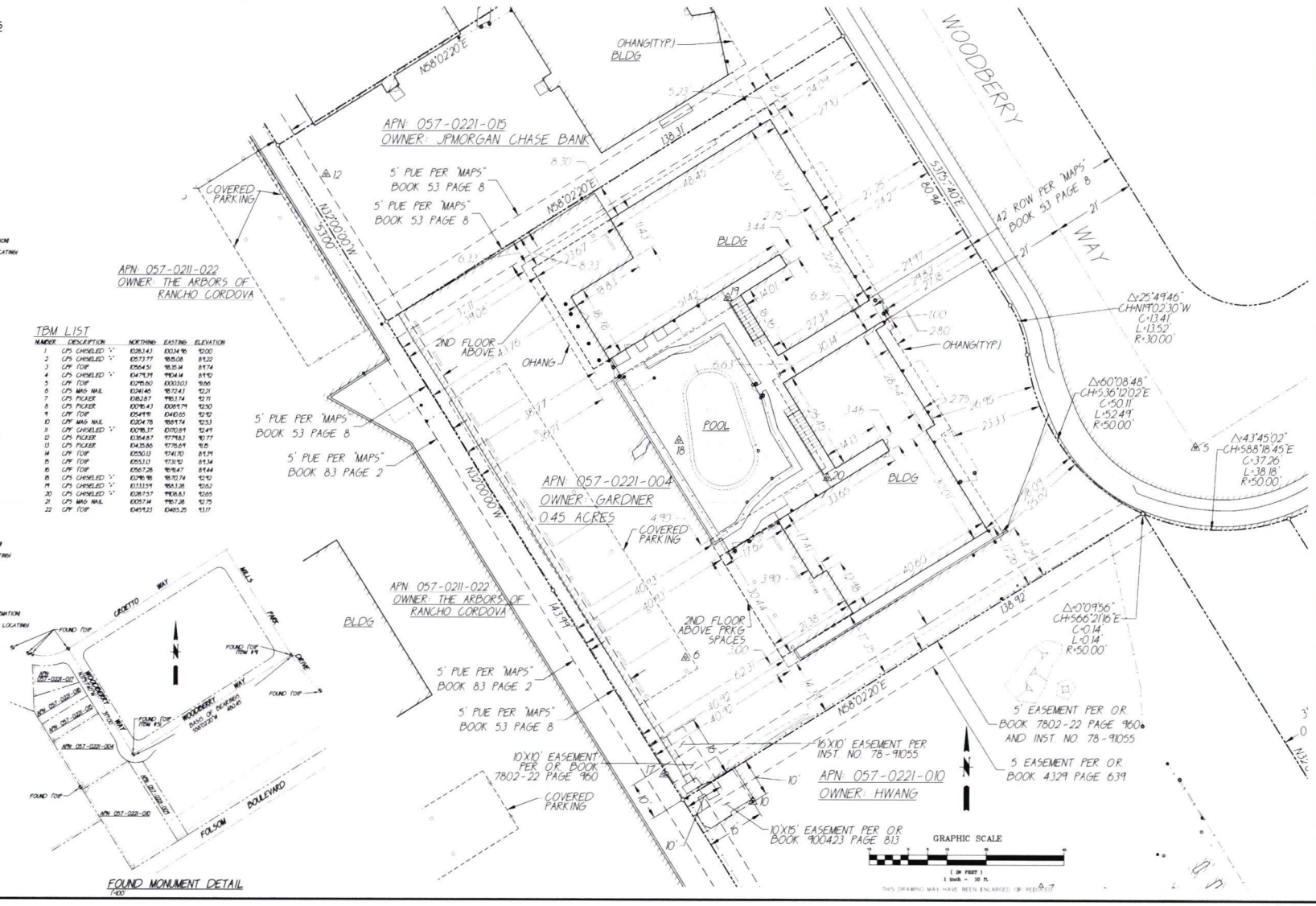
FEMA INFORMATION:
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN" PER FLOOD INSURANCE RATE MAP 06067C0210E DATED JULY 6, 1998.

NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING

## FOUND MONUMENT DETAIL

1"=100'




ALTA/ACSM LAND TITLE SURVEY
OF
2728 WOODBERRY WAY
(APN: 057-0221-004)
FOR
CITY OF RANCHO CORDOVA
RANCHO CORDOVA SACRAMENTO COUNTY, CALIFORNIA

1 OF 2

KADREY LAND SURVEYING, INC.
P.O. Box 1233 Fair Oaks, Ca. 95628
(916) 966-9696

GEORGE D. KADREY
No. 8363
EXP. 3-31-10
PROFESSIONAL ENGINEER
REGISTERED SURVEYOR

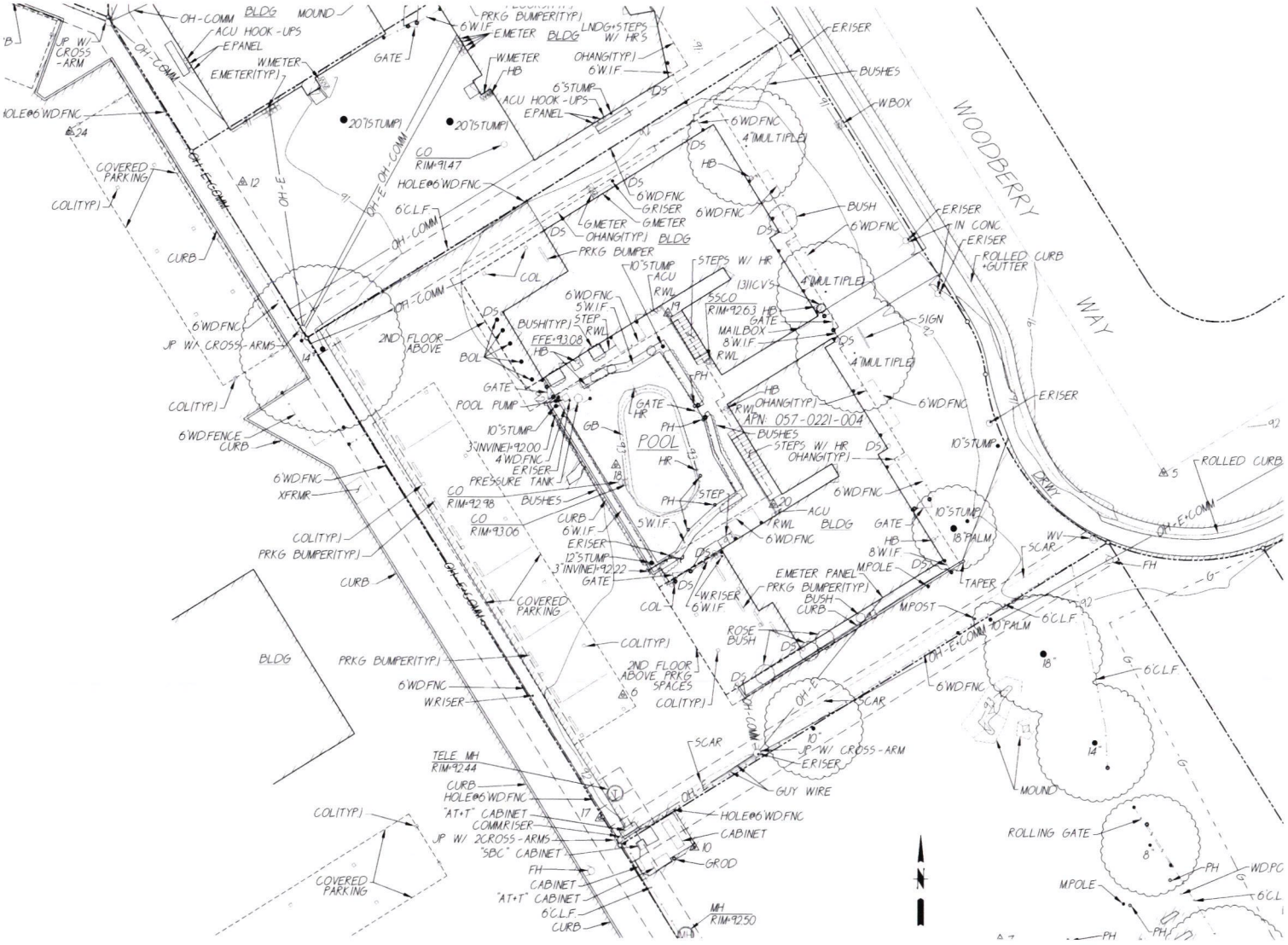
| NO. | REVISION | DATE |
|---|---|---|
| | | |

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: NA
JOB NO.: 09-104

DESIGNED: KA
DRAWN: JR/KA
CHECKED: GHK
SURVEYED ON: 11/2/09
FINAL ISSUED ON: 11/16/09

A.P.N. 057-0221-004
BENCHMARK NO. 18-208
ELEV. 89.87'

FOUND RAILROAD "X" IN CONCRETE AT THE NORTHEAST CORNER OF CONCRETE PAD, 0.4' NORTH OF CONCRETE PAD, 0.4' EAST OF CONCRETE PAD, 0.4' WEST OF CONCRETE PAD, OR WEST SIDE OF COLUMN NO. APPROXIMATELY 65' NORTH OF CORETTO DR.




NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.

ALTA/ACSM LAND TITLE SURVEY
2728 WOODBERRY WAY
(APN: 057-0221-004)
FOR
CITY OF RANCHO CORDOVA
RANCHO CORDOVA CALIFORNIA

2 OF 2

WARREN LAND SURVEYING, INC.
PROFESSIONAL ENGINEER
CERTIFIED LAND SURVEYOR
No. 5386
STATE OF CALIFORNIA

HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: NA
JOB NO. 09-104

DESIGNED: WA
DRAWN: JD/RJS
CHECKED: WW
SURVEYED ON: 11/2/09
FINAL ISSUED ON: 11/18/09

NO. REVISION DATE

A.P.N. 057-0221-004
BENCHMARK NO. 18-208 ELEV. 83.87
FOUND PUNCH HOLE IN METAL DISK STAMPED "2D1 RM 18 208" LOCATED NEAR CENTERLINE OF SOUTH BOUND LANE OF WOODBERRY WAY, 70'SOUTH OF SOUTHERLY CORNER OF CONCRETE HEAD OF CONCRETE BOX CULVERT ON WEST SIDE OF COLOMA RD APPROXIMATELY 85' NORTH OF COLLETTO DR.

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK SEE TBM LIST FOR INFO
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE (SIZE/TYPE INDICATED)
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OF BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE (UNDERGROUND LOCATING)
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE (UNDERGROUND LOCATING)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE SIZE INDICATED
- WATER LINE (RECORD INFORMATION)
- WATER LINE (UNDERGROUND LOCATING)
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- UNDERGROUND ELECTRIC LINE (UNDERGROUND LOCATING)
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE (SIZE INDICATED)
- GAS LINE (RECORD INFORMATION)
- GAS LINE (UNDERGROUND LOCATING)
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE (RECORD INFORMATION)
- TELEPHONE LINE (UNDERGROUND LOCATING)
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS

| | |
|---|---|
| ?? | UNKNOWN |
| AC | ASPHALTIC CONCRETE |
| ACC. | ACCESSIBLE |
| ACU | AIR CONDITIONING UNIT |
| AD | AREA DRAIN |
| APN | ASSESSOR'S PARCEL NUMBER |
| AVV | AIR RELEASE VALVE |
| BBALL | BASKETBALL POLE |
| BCM | BRASS CAP MONUMENT |
| BFP | BACK FLOW PREVENTER |
| BL | BLOCK |
| BLDG | BUILDING |
| BOL | BOLLARD |
| BOV | BLOW-OFF VALVE |
| BW | BRICK |
| BWF | BARBED WIRE FENCE |
| C/L | CENTER LINE |
| CATV | CABLE TELEVISION |
| CB | CATCH BASIN |
| CIP | CAST IRON PIPE |
| CL | CLAY |
| CLF | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| COL | COLUMN |
| COMM | COMMUNICATION |
| CONC | CONCRETE |
| COND | CONDENSATE |
| CONST | CONSTRUCT |
| CP | CONTROL POINT FOUND |
| CPS | CONTROL POINT SET |
| CS | CONCRETE SURFACE |
| CY | CUBIC YARD |
| DDC | DOUBLE DETECTOR CHECK VALVE |
| DF | DRINKING FOUNTAIN |
| DG | DECOMPOSED GRANITE |
| DI | DROP INLET |
| DIA | DIAMETER |
| DWY | DRIVEWAY |
| DS | DOWNSPOUT |
| DWG | DRAWING |
| E | ELECTRIC |
| EP | EDGE OF PAVEMENT |
| ESMT | EASEMENT |
| EX | EXISTING |
| F | FIRE LINE |
| FA | FIRE ALARM |
| FDC | FIRE DEPARTMENT CONNECTION |
| FFE | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| FL | FLOWLINE |
| FNC | FENCE |
| FO | FIBER OPTIC |
| FS | FIRE SERVICE |
| G | GAS |
| GB | GRADE BREAK |
| GR | GRATE |
| GRB | GROUND ROD BOX |
| GRD | GRADE ELEVATION |
| GRDD | GROUND ROD |
| GV | GAS VALVE |
| HB | HOSE BIBB |
| HDD | HEADER BOARD |
| HP | HIGH PRESSURE |
| HR | HANDRAIL |
| HVE | HIGH VOLTAGE ELECTRIC |
| ICP | IRRIGATION CONTROL PANEL |
| ICV | IRRIGATION CONTROL VALVE |
| IW | PIPE INVERT ELEVATION |
| IRR | IRRIGATION |
| JP | JOINT UTILITY POLE |
| JT | JOINT TRENCH |
| LF | LINEAL FEET |
| LNDG | LANDING |
| LVE | LOW VOLTAGE ELECTRIC |
| M | METAL |
| MH | MANHOLE |
| MS | MOW STRIP |
| MSC | METAL STORAGE CONTAINER |
| NTS | NOT TO SCALE |
| OH | OVERHEAD |
| OHWG | OVERHANG |
| OIP | OPEN IRON PIPE |
| OSPH | OILD STEEL POST HOLE |
| PAL | PROPERTY LINE |
| PA | PLANTER AREA |
| PD | PLANTER DRAIN |
| PH | POST HOLE |
| PIV | POST INDICATOR VALVE |
| PP | POWER POLE |
| PRKG | PARKING |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| R | RADIUS |
| RIM | MANHOLE RIM ELEVATION |
| ROW | RIGHT OF WAY |
| RP | REDUCED PRESSURE BACKFLOW PREVENTER |
| RWALL | RETAINING WALL |
| RWL | RAIN WATER LEADER |
| S/W | SIDEWALK |
| SD | STORM DRAIN |
| SDMH | STORM DRAIN MANHOLE |
| SIG | SIGNAL |
| SL | STREET LIGHT |
| SLB | STREET LIGHT BOX |
| SS | SANITARY SEWER |
| SSCO | SANITARY SEWER CLEANOUT |
| SSMH | SANITARY SEWER MANHOLE |
| STD | STANDARD |
| STL | STEEL |
| T | TELEPHONE |
| TBALL | TETHER BALL POLE |
| TBM | TEMPORARY BENCHMARK |
| TC | TOP OF CURB |
| TOW | TOP OF WALL |
| TP | TELEPHONE POLE |
| TRW | TOP OF RETAINING WALL |
| UG | UNDERGROUND |
| UNK | UNKNOWN |
| UON | UNLESS OTHERWISE NOTED |
| VBALL | VOLLEYBALL |
| W | WATER |
| W/ | WITH |
| W/O | WITHOUT |
| WD | WOOD |
| W.I.F. | WROUGHT IRON FENCE |
| XFMR | TRANSFORMER |
| XWALK | CROSSWALK |

## TBM LIST

| NUMBER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CP5 CHISELED "+" | 1028343 | 1003496 | 92.00 |
| 2 | CP5 CHISELED "+" | 1028373 | 1003577 | 91.88 |
| 3 | CPF TOP | 1056451 | 1003514 | 89.74 |
| 4 | CP5 CHISELED "+" | 1047539 | 1003414 | 89.92 |
| 5 | CPF TOP | 1027560 | 1000303 | 91.66 |
| 6 | CP5 MAG NAIL | 1024146 | 1000724 | 92.21 |
| 7 | CP5 PICKER | 1018287 | 1003374 | 92.71 |
| 8 | CP5 PICKER | 1009643 | 1008179 | 92.50 |
| 9 | CPF TOP | 1004979 | 1010265 | 92.92 |
| 10 | CPF MAG NAIL | 1020478 | 1009774 | 92.53 |
| 11 | CP5 CHISELED "+" | 1009837 | 1010259 | 92.49 |
| 12 | CP5 PICKER | 1030487 | 1007863 | 92.77 |
| 13 | CP5 PICKER | 1043586 | 1007669 | 91.15 |
| 14 | CPF TOP | 1055013 | 1007470 | 89.39 |
| 15 | CPF TOP | 1055313 | 1007190 | 89.34 |
| 16 | CPF TOP | 1056228 | 1006947 | 89.44 |
| 18 | CP5 CHISELED "+" | 1029698 | 1007074 | 92.92 |
| 19 | CP5 CHISELED "+" | 1033159 | 1008328 | 92.62 |
| 20 | CP5 CHISELED "+" | 1028757 | 1008383 | 92.55 |
| 21 | CP5 MAG NAIL | 1005714 | 1007328 | 92.75 |
| 22 | CPF TOP | 1049523 | 1008525 | 93.17 |

## LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 31.00 FEET OF THE WEST 170.00 FEET OF LOT 35 OF "CORDOVA COURT UNIT NO. 3" AS RECORDED IN BOOK 53 OF MAPS AT PAGE 8, AND DOC.# 1989120805419.

## BASIS OF BEARINGS:

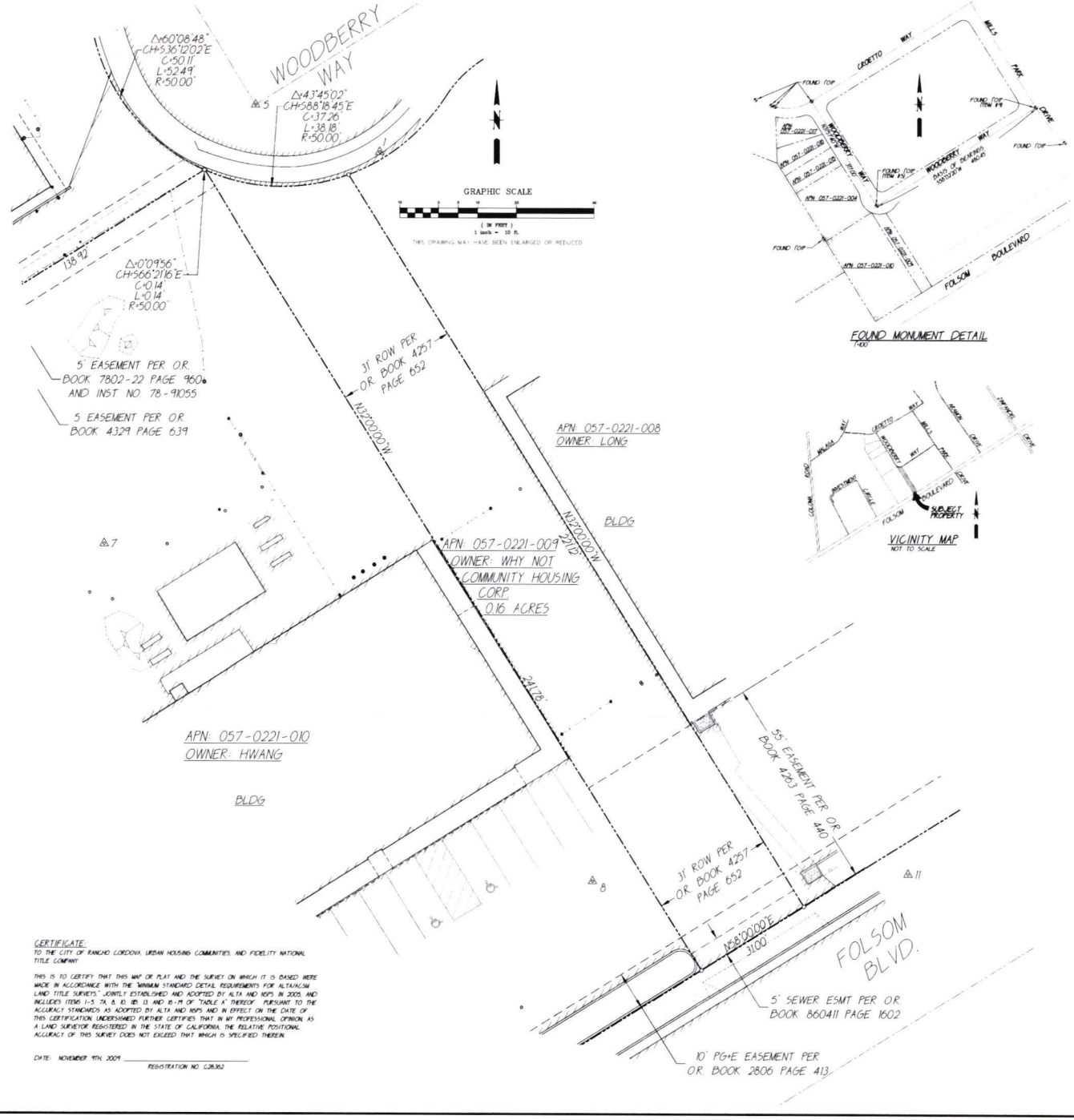
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY ITEM #15 TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE ITEM #19 IDENTICAL TO "MAPS" BOOK 53 PAGE 8. N58°02'20"E

## FEMA INFORMATION:

THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN" PER FLOOD INSURANCE RATE MAP 06067G (CODE DATED JULY 6, 1998).

## NOTE:

EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.







FOUND MONUMENT DETAIL
1"=100'




VICINITY MAP
NOT TO SCALE

## CERTIFICATE:

TO: THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT, AND THE SURVEY ON WHICH IT IS BASED, WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 10, 11B, 13, AND 16. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT, IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009 _____
REGISTRATION NO. C28362

ALTA/ACSM LAND TITLE SURVEY
OF
FOLSOM BOULEVARD
(APN: 057-0221-009
FOR
CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

1 OF 2

WARREN LAND SURVEYING, INC.
P.O. Box 2424
Roseville, CA 95678
916-966-9191

GEORGE D. WARREN
No. 28362
EXP. 12-31-09
PROFESSIONAL ENGINEER
CALIFORNIA

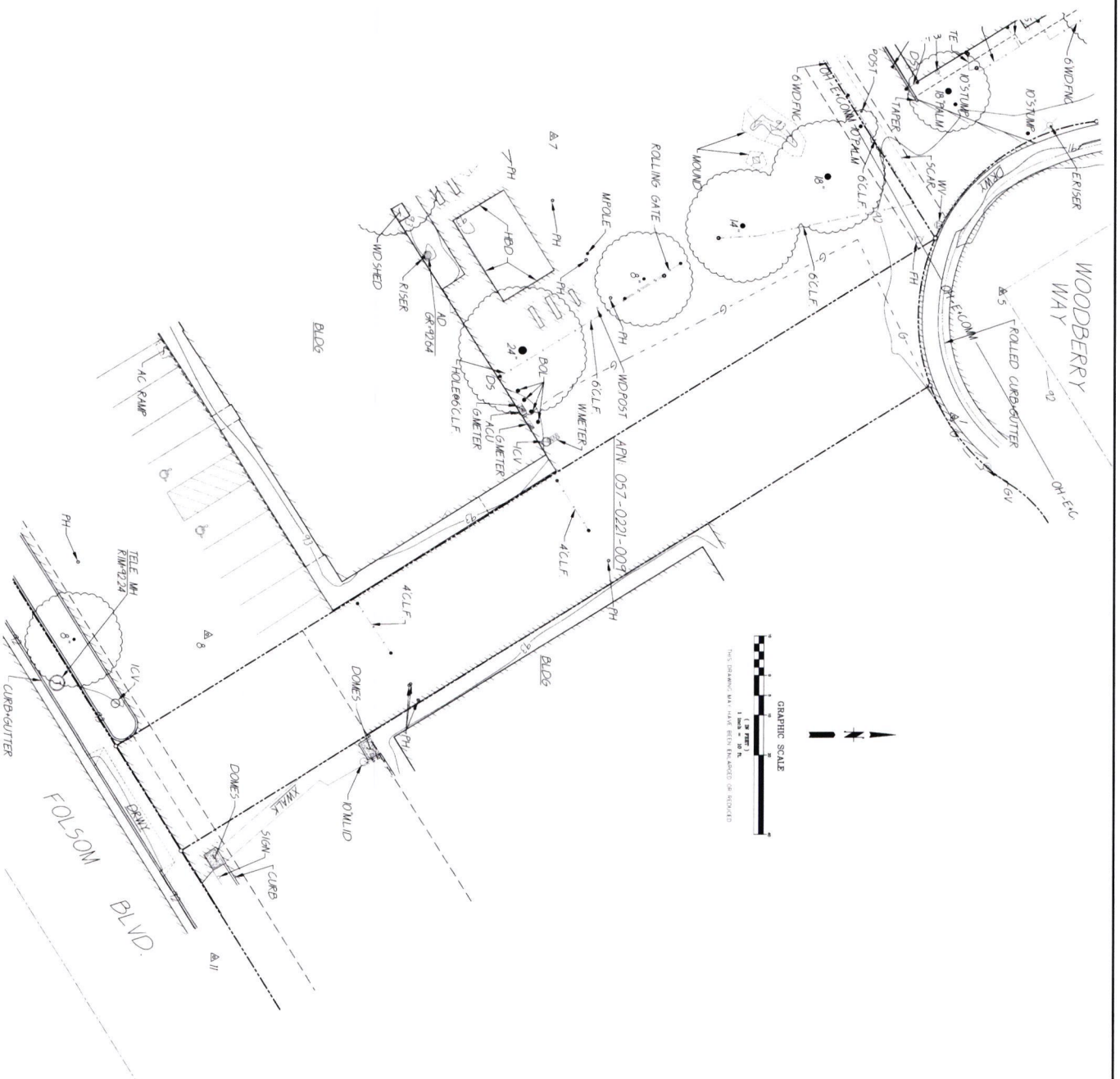
HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: NA
JOB NO.: CM-104

| NO. | REVISION | DATE |
|---|---|---|
| | | |

DESIGNED: N/A
DRAWN: JD/DJS
CHECKED: GDW
SURVEYED ON: 11/2/09
FINAL ISSUED ON: 11/18/09

A.P.N.: 057-0221-09
BENCHMARK NO.: 18-208
ELEV.: 83.87

FOUND RANCH AND 3/4" METAL DISK STAMPED "LS 6164 B-208" FLUSH WITH CONCRETE AT THE INTERSECTION OF THE CENTERLINE OF CROCKETT WAY AND THE CENTERLINE OF MILLS PARK DRIVE, 0.4' EAST OF CONCRETE PAD, 0.4' NORTH OF CONCRETE PAD, 0.4' WEST OF CONCRETE PAD, 0.4' SOUTH OF CONCRETE PAD




NOTE:
EXISTING UTILITIES BASED ON SURFACE FEATURES AND UNDERGROUND LOCATING

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A.P.N. 057-0221-09 | DESIGNED: N/A | | | HORIZONTAL SCALE: 1"=10' | | WARREN LAND SURVEYING, INC. | ALTA/ACSM LAND TITLE SURVEY OF FOLSOM BOULEVARD (APN: 057-0221-009 FOR CITY OF RANCHO CORDOVA | 2 OF 2 |
| BENCHMARK NO. 18-208 ELEV. 85.87 | DRAWN: JD/GJS | | | VERTICAL SCALE: NA | | | | |
| FOUND RAILROAD SPIKE AND 3/4" METAL DISC STAMPED "CO. SUR. 18-208" LOCATED NEAR CAPPED/BENT SQUARE IN TOP OF SOUTH END OF CONCRETE RAIL OF CONCRETE BOX CULVERT ON WEST SIDE OF COLOMA RD APPROXIMATELY 55' NORTH OF DOLCETTO DR. | CHECKED: GW | | | JOB NO.: 09-104 | | | | |
| | SURVEYED ON: 11/3/09 | | | | | | | |
| | FINAL ISSUED ON: 11/16/09 | NO. | REVISION | DATE | | | | |

09-104

IMPROVEMENT PLANS FOR:

# CITY OF RANCHO CORDOVA
# DEMOLITION PROJECT

## GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS AND IMPROVEMENT STANDARDS. THE DRAWINGS OF IMPROVEMENT STANDARDS SHALL SUPERSEDE THOSE OF THE STANDARD CONSTRUCTION SPECIFICATION DRAWINGS WHERE DISCREPANCIES EXIST.
2. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 6-13 OF THE STANDARD CONSTRUCTION SPECIFICATIONS. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
3. THE CONSULTING ENGINEER SHALL NOTIFY THE CITY OF RANCHO CORDOVA CONSTRUCTION INSPECTION OFFICE IMMEDIATELY UPON COMPLETION OF STAKING (PHONE (916) 851-8700).
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF RANCHO CORDOVA "TWO WORKING DAYS" PRIOR TO THE INTENTION TO COMMENCE WORK. THE CONTRACTOR SHALL NOT START ANY GRADING UNTIL THE CITY COMPLETES A PRE-CONSTRUCTION MEETING. (PHONE (916) 851-8700)
5. THE CITY OF RANCHO CORDOVA IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUB-CONTRACTOR FOR THIS CONTRACT, SHALL NOTIFY MEMBERS OF U.S.A. TWO WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER, 1-800-227-2600. THOMAS BROS. PAGE 275, INDEX HO, 2007 EDITION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH SECTION 11 OF THE COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS.
8. CONTRACTOR TO EXPOSE END OF EXISTING WATER MAIN, SEWER, AND DRAIN LINES FOR SURVEYORS TO VERIFY LOCATION AND ELEVATION PRIOR TO PLACEMENT OF PIPE. ALL COSTS OF SUCH EXCAVATION AND BACKFILL SHALL BE INCLUDED IN THE PRICE PAID FOR VARIOUS ITEMS OF WORK.
9. ALL APPLICABLE FEES TO BE PAID AND PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR BEFORE COMMENCEMENT OF CONSTRUCTION.
10. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
11. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR (STREET NAMES/ STREET NAME) TO CITY OF RANCHO CORDOVA CONSTRUCTION INSPECTION FOR APPROVAL PRIOR TO COMMENCING CONSTRUCTION. TRAVEL LANE REQUIREMENTS AS FOLLOWS:

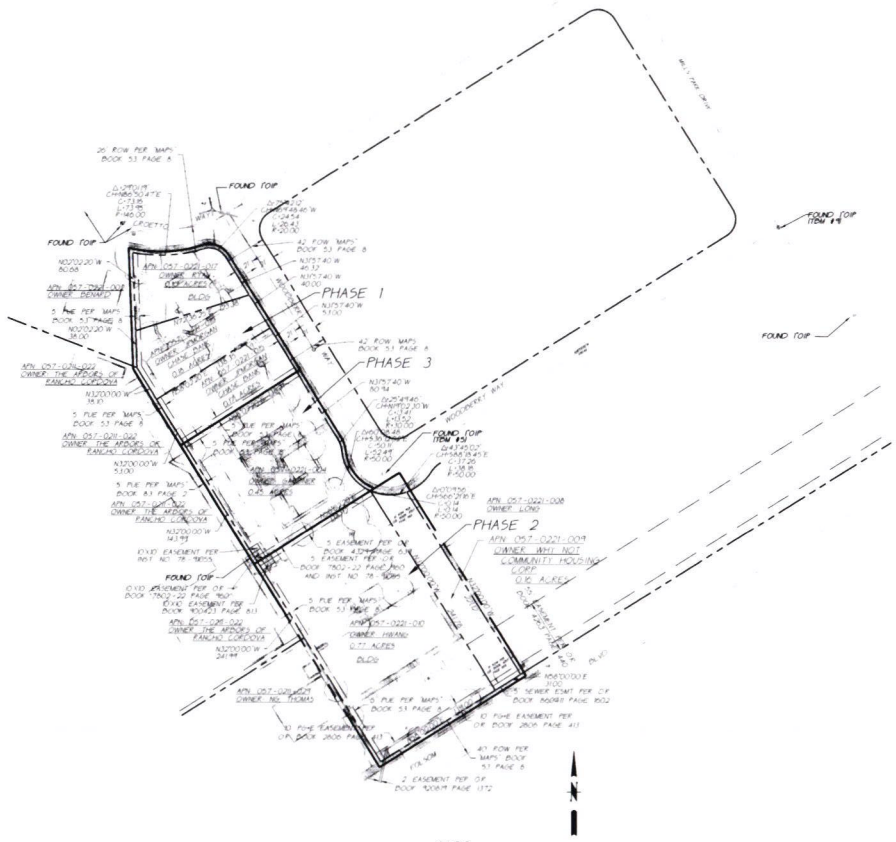
| | |
|---|---|
| DURING WORKING HOURS | 1-12 FT LANE EACH DIRECTION |
| DURING NON-WORKING HOURS | 2-12 FT LANES EACH DIRECTION |

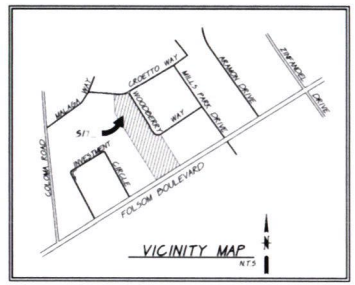
12. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT CENTER OF ALL CURB RETURNS, UNLESS OTHERWISE SHOWN ON PLANS. SEE STANDARD DRAWING NO. 4-23.
13. EXISTING A.C. SURFACE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE CENTERLINE + THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
14. IN TRANSITION AREAS FROM ONE STREET WIDTH TO ANOTHER STREET WIDTH, THE HEAVIER STRUCTURAL SECTION SHALL BE USED.
15. PRIOR TO REQUESTING FINAL ACCEPTANCE OF IMPROVEMENTS, ENGINEER SHALL SET SURVEY MONUMENTS AS SPECIFIED IN SECTION 12-1, COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS.
16. CONTRACTOR TO REPAIR ALL DAMAGE TO EXISTING ROAD SYSTEM ATTRIBUTED TO THE CONSTRUCTION OF THE PROJECT, AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.
17. CONTRACTOR TO MAINTAIN OPERATIONAL CONDITION OF ALL EXISTING TRAFFIC SIGNALS, STREET LIGHTS, TRAFFIC SIGNS, TRAFFIC MARKINGS, AND OTHER INFRASTRUCTURES THAT MAY BE IMPACTED BY THE PROJECT. TRAFFIC SIGNS AND TRAFFIC MARKINGS SHALL NOT BE REMOVED OR COVERED WITHOUT PRIOR APPROVAL OF THE CITY PROJECT MANAGER OR INSPECTOR.
18. ALL STOP SIGNS, YIELD SIGNS, AND RAILROAD CROSSING SIGNS IMPACTED BY THE PROJECT MUST BE MAINTAINED ERECT AND FULLY VISIBLE BY TRAFFIC AT ALL TIMES. ANY LIMIT LINES OR CROSSWALKS COVERED OR IMPACTED BY THE PROJECT MUST BE IMMEDIATELY REPLACED WITH LIKE TEMPORARY MARKINGS.
19. CONTRACTOR TO MAINTAIN OPERATIONAL CONDITION OF ANY CITY OR CRPD OWNED IRRIGATION LINE THAT MAY BE IMPACTED BY THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING IN KIND ANY LANDSCAPING OR LANDSCAPE IRRIGATION DAMAGED BY CONSTRUCTION OR INTERRUPTION OF IRRIGATION SERVICE.

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.

| | |
|---|---|
| AB | AGGREGATE BASE |
| AC | ASPHALTIC CONCRETE |
| AD | AREA DRAIN |
| APN | ASSESSOR'S PARCEL NUMBER |
| ARV | AIR RELEASE VALVE |
| ASB | AGGREGATE SUB-BASE |
| BO | BLOW-OFF VALVE |
| BV | BUTTERFLY VALVE |
| BW | BACK OF WALK |
| C/L | CENTERLINE |
| CB | CATCH BASIN |
| CL | CLASS |
| CMP | CORRUGATED METAL PIPE |
| CATV | CABLE TELEVISION |
| CO | CLEANOUT |
| COMM | COMMUNICATION |
| CONC | CONCRETE |
| CONST | CONSTRUCT |
| CR | CURB RETURN |
| CS | CONCRETE SURFACE |
| DCV | DOUBLE CHECK VALVE |
| DDC | DOUBLE DETECTOR CHECK VALVE |
| DG | DECOMPOSED GRANITE |
| DI | DROP INLET |
| DIA | DIAMETER |
| DIP | DUCTILE IRON PIPE |
| DWG | DRAWING |
| DS | DOWNSPOUT |
| E | ELECTRIC |
| EP | EDGE OF PAVEMENT |
| ESMT | EASEMENT |
| EX | EXISTING |
| FS | FIRE SERVICE LINE |
| FDC | FIRE DEPARTMENT CONNECTION |
| FL | FLOWLINE |
| FM | SANITARY SEWER FORCE MAIN |
| FF | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| G | GAS |
| GR | GRATE ELEVATION |
| GRD | GRADE ELEVATION |
| GV | GATE VALVE |
| HB | HOSE BIBB |
| HDO | HEADER BOARD |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| HP | HIGH POINT |
| INV | PIPE INVERT ELEVATION |
| JP | JOINT UTILITY POLE |
| LF | LINEAL FEET |
| LIP | LIP OF GUTTER |
| LT | LEFT |
| MS | MONUMENT |
| NTS | NOT TO SCALE |
| OH | OVERHEAD |
| PCC | PORTLAND CEMENT CONCRETE |
| PD | PLANTER DRAIN |
| PIV | POST INDICATOR VALVE |
| P/L | PROPERTY LINE |
| PP | POWER POLE |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| RCP | REINFORCED CONCRETE PIPE |
| R | RADIUS |
| RIM | MANHOLE RIM ELEVATION (SOLID COVER) |
| RP | REDUCED PRESSURE BACKFLOW PREVENTER |
| ROW | RIGHT OF WAY |
| SCH | SCHEDULE |
| SD | STORM DRAIN |
| SDMH | STORM DRAIN MANHOLE |
| SG | SUBGRADE ELEVATION |
| SS | SANITARY SEWER |
| SSMH | SANITARY SEWER MANHOLE |
| STD | STANDARD |
| S/W | SIDEWALK |
| T | TELEPHONE |
| TC | TOP OF CURB |
| TD | TRENCH DRAIN |
| TDCB | TRENCH DRAIN CATCH BASIN |
| TP | TELEPHONE POLE |
| TRW | TOP OF RETAINING WALL |
| TW | TOP OF WALK ELEVATION |
| U | UTILITY |
| UG | UNDERGROUND |
| UON | UNLESS OTHERWISE NOTED |
| VCP | VITRIFIED CLAY PIPE |
| W | WATER |
| W/ | WITH |
| W/O | WITHOUT |
| WV | WATER VALVE |




## SHEET INDEX


| | |
|---|---|
| C0.1 | COVER SHEET |
| 1 OF 2 | ALTA/ACSM SURVEY, 10422 CROETTO WAY |
| 2 OF 2 | ALTA/ACSM SURVEY, 10422 CROETTO WAY |
| 1 OF 2 | ALTA/ACSM SURVEY, 2700 WOODBERRY WAY |
| 2 OF 2 | ALTA/ACSM SURVEY, 2700 WOODBERRY WAY |
| 1 OF 2 | ALTA/ACSM SURVEY, 2708 WOODBERRY WAY |
| 2 OF 2 | ALTA/ACSM SURVEY, 2708 WOODBERRY WAY |
| 1 OF 2 | ALTA/ACSM SURVEY, 2726 WOODBERRY WAY |
| 2 OF 2 | ALTA/ACSM SURVEY, 2726 WOODBERRY WAY |
| 1 OF 2 | ALTA/ACSM SURVEY, 10447 FOLSOM BLVD. |
| 2 OF 2 | ALTA/ACSM SURVEY, 10447 FOLSOM BLVD. |
| 1 OF 2 | ALTA/ACSM SURVEY, FOLSOM BLVD. ALLEYWAY |
| 2 OF 2 | ALTA/ACSM SURVEY, FOLSOM BLVD. ALLEYWAY |
| C1.1 | DEMOLITION PLAN, PHASE 1 |
| C1.2 | PARTIAL DEMOLITION PLAN, PHASE 2 |
| C1.3 | PARTIAL DEMOLITION PLAN, HASE 2 |
| C1.4 | DEMOLITION PLAN, PHASE 3 |
| C2.1 | GRADING AND ENGINEERED FILL PLAN |
| C3.1 | EROSION CONTROL PLAN |


| UTILITY REPRESENTATIVES | |
|---|---|
| **T.V. AND PHONE**<br>AT&T:<br>CONTACT: TBD<br>1-800-499-8147 | **WATER**<br>GOLDEN STATE WATER COMPANY<br>CONTACT: TBD<br>(916) 852-8563 |
| **SEWER**<br>SACRAMENTO AREA SEWER DIST.<br>CONTACT: ROB ESPINOZA<br>(916) 875-7536<br>(916) 876-6386 | **FIRE**<br>SACRAMENTO METRO FIRE DIST.<br>CONTACT: RUSSELL BLAIR<br>(916) 942-3300 |
| **GAS**<br>PACIFIC GAS + ELEC. (PG&E)<br>CONTACT: TBD<br>1-877-743-7782 | **UTILITIES**<br>UNDERGROUND SERVICE ALERT<br>(USA) CALL 811 |
| **ELECTRICITY**<br>SMUD<br>CONTACT: TBD<br>(916) 732-5700 | |

| PROJECT ADDRESS: | APN |
|---|---|
| 10447 FOLSOM BLVD. RANCHO CORDOVA | 057-0221-010 |
| 2726 WOODBERRY WAY, RANCHO CORDOVA | 057-0221-004 |
| 2708 WOODBERRY WAY, RANCHO CORDOVA | 057-0221-005 |
| 10422 CROETTO WAY, RANCHO CORDOVA | 057-0221-008 |
| 2700 WOODBERRY WAY, RANCHO CORDOVA | 057-0221-007 |
| FOLSOM BLVD. ALLEYWAY | 057-0221-009 |

**OWNER**

CITY OF RANCHO CORDOVA
CONTACT: DAVID BASSHAM
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670
PHONE: (916) 851-8784

**ENGINEER**

WARREN CONSULTING ENGINEERS, INC.
CONTACT: GEORGE WARREN
160 BLUE RAVINE ROAD, SUITE C
FOLSOM, CA 95630
PHONE: (916) 985-1870
FAX: (916) 985-1877

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

**APPROVED BY:**

CITY OF RANCHO CORDOVA ENGINEERING DATE

| CITY OF RANCHO CORDOVA PUBLIC WORKS AGENCY | |
|---|---|
| CITY OF RANCHO CORDOVA DEMOLITION PROJECT | |
| ASSESSOR'S PARCEL NUMBERS: | 057-0221-010, 004, 005, 008, 017, 009 |
| MAP COORDINATES: | N 2200000/E 336000 |

A.P.N. 057-0221-010, 004, 005, 008, 017, 009
THOMAS BROS. MAPS, 5TH ED. (1996), STAMPED
FOR PAGE 1140, GRID 5-7
TCD: BM #8-208 "LOCATED NEAR CHISELED
"X" IN CONCRETE POST, LOCATED ON WEST
SIDE OF COLOMA RD. APPROXIMATELY 595
FEET SOUTH OF CROCKETTO DR."
(DEMO1.DWG)

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

DESIGNED: AT
DRAWN: RE
CHECKED: TM
DATE: 11-09-09

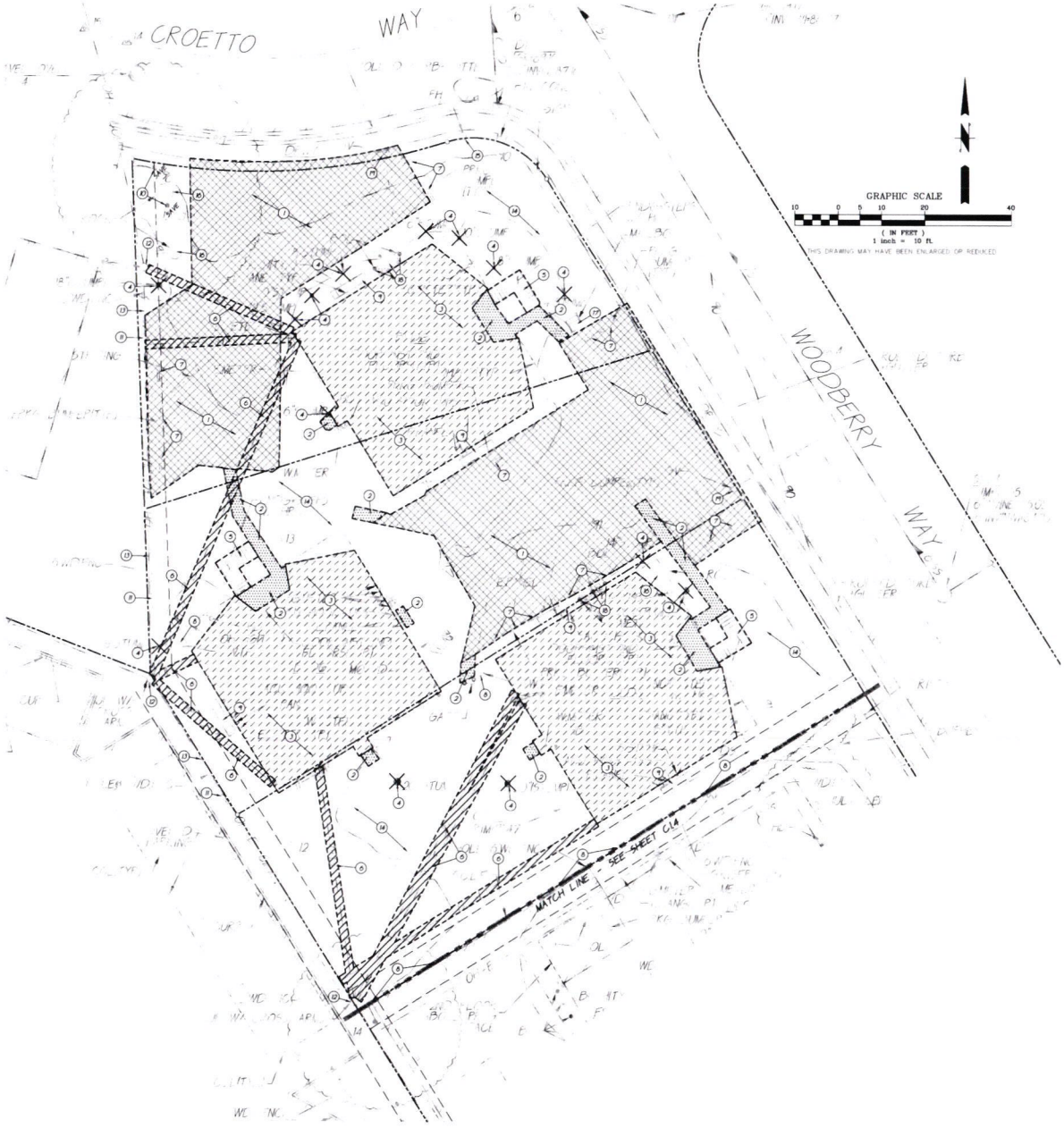
HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO.: 2475.1

WCE
WARREN CONSULTING ENGINEERS, INC.
160 BLUE RAVINE ROAD, SUITE C
FOLSOM, CA 95630 (916) 985-1870

IMPROVEMENT PLANS FOR:
CITY OF RANCHO CORDOVA
DEMOLITION PROJECT
COVER SHEET
CITY OF RANCHO CORDOVA CALIFORNIA

C0.1

2475.1.01




NOTE: THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES. NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DEMOLITION AND REROUTING OF UTILITIES WITH SERVICE PROVIDERS. ALL UTILITIES THAT REMAIN SHALL BE PROTECTED AND LEFT IN SERVICE AT ALL TIMES.
2. THE EXTENT OF DEMOLITION SHALL ADJUST AS REQUIRED TO COMPLETE WORK.
3. THE INTENT OF THIS DEMOLITION IS TO REMOVE VIRTUALLY EVERY SURFACE FEATURE ABOVE GROUND AND ALL PIPED UTILITIES BELOW GROUND. WHEN WORK IS COMPLETE, THE GROUND ABOVE AND BELOW GRADE SHALL BE CLEAN, AND DEBRIS FREE AND READY FOR NEW CONSTRUCTION WITHOUT ANY OBSTRUCTIONS.

*NOTES ARE SHEET SPECIFIC.

DEMOLITION NOTES

1. REMOVE EXISTING ASPHALT PAVING, AGGREGATE BASE AND HEADER BOARDS WITHIN LIMITS OF DEMOLITION SHOWN.
2. REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE WITHIN LIMITS OF DEMOLITION SHOWN.
3. REMOVE EXISTING BUILDING. BUILDING OVERHANG AND FOUNDATIONS IN THEIR ENTIRETY AND DISPOSE OF OFF-SITE. DISCONNECT AND REMOVE ALL UNDERGROUND HIGH AND LOW VOLTAGE CONDUITS, WATER PIPE (WATER VALVES, METERS, BVF'S, VALVE BOXES), SEWER PIPE (CLEANOUTS), STORM DRAIN PIPE, GAS PIPE AND METERS, IRRIGATION CONTROL WIRES AND PIPING, PULL BOXES, TERMINATION BOXES AND UTILITY BOXES. ALL LINES MAKING CONNECTION TO PUBLIC STREET SHALL BE CAPPED AT BACK OF EXISTING SIDEWALK. VERIFY THAT LINES BEING REMOVED ARE NOT SERVING BUILDING FROM NEIGHBORING PARCELS.
4. REMOVE AND DISPOSE OF EXISTING TREE STUMP AND ASSOCIATED ROOTS.
5. REMOVE AND DISPOSE OF EXISTING STAIRS AND ASSOCIATED HANDRAILS.
6. REMOVE AND DISPOSE OF EXISTING OVERHEAD ELECTRICAL LINES SERVING BUILDING TO BE REMOVED. COORDINATE REMOVAL AND DISCONNECTION WITH UTILITY SERVICE PROVIDERS.
7. REMOVE AND DISPOSE OF EXISTING PARKING BUMPER.
8. REMOVE AND DISPOSE OF EXISTING FENCING.
9. REMOVE AND DISPOSE OF EXISTING AIR CONDITIONING UNIT.
10. EXISTING TREE TO REMAIN.
11. EXISTING WOOD FENCE TO REMAIN.
12. EXISTING JOINT UTILITY POLE TO REMAIN.
13. EXISTING OVERHEAD ELECTRICAL AND COMMUNICATION LINES TO REMAIN.
14. REMOVE AND DISPOSE OF EXISTING LANDSCAPING, GRASS AND ASSOCIATED IRRIGATION PIPING.
15. EXISTING FIRE HYDRANT TO REMAIN.
16. REMOVE AND DISPOSE OF EXISTING ROCK.
17. REMOVE AND DISPOSE OF EXISTING MAILBOX.
18. REMOVE AND DISPOSE OF EXISTING BOLLARD.
19. PG&E TO PERFORM ABANDONMENT OF PG&E GAS SERVICES. COORDINATE WITH PG&E.

IMPROVEMENT PLANS FOR
# CITY OF RANCHO CORDOVA
## DEMOLITION PROJECT
## DEMOLITION PLAN PHASE 1
CITY OF RANCHO CORDOVA, CALIFORNIA

C1.1

WCE
WARREN CONSULTING ENGINEERS, INC.
780 BUSINESS PARK DRIVE, SUITE 120
FOLSOM, CA 95630 (916) 985-1870

PROFESSIONAL ENGINEER — WARREN T. CONSULTING ENGINEERS, INC. — EXP. 3-31-18 — CIVIL — STATE OF CALIFORNIA

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO.: 2475J

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

DESIGNED: AT
DRAWN: ML
CHECKED: CA
DATE: 11-29-17

A.P.N. 067-0220-010, 004, 005, 006, 007, 009
ADDRESS: 10320, 10330, 10340 CROETTO WAY
FOUND TARGET AND ¾" METAL DISC STAMPED "LS 8308" LOCATED NEAR CENTERLINE OF CROETTO WAY, APPROXIMATELY 0.5 MILE SOUTH OF COLOMA RD. APPROXIMATELY 65 FEET SOUTH OF CROETTO DR.
COUNTY DATUM

ACAD: L1.1

NOTE: THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DEMOLITION AND REROUTING OF UTILITIES WITH SERVICE PROVIDERS. ALL UTILITIES THAT REMAIN SHALL BE PROTECTED AND LEFT IN SERVICE AT ALL TIMES.
2. THE EXTENT OF DEMOLITION SHALL ADJUST AS REQUIRED TO COMPLETE WORK.
3. THE INTENT OF THIS DEMOLITION IS TO REMOVE VIRTUALLY EVERY SURFACE FEATURE ABOVE GROUND AND ALL PIPED UTILITIES BELOW GROUND. WHEN WORK IS COMPLETE, THE GROUND, ABOVE AND BELOW GRADE SHALL BE CLEAN AND DEBRIS FREE AND READY FOR NEW CONSTRUCTION WITHOUT ANY OBSTRUCTIONS.

NOTES ARE SHEET SPECIFIC

DEMOLITION NOTES

1. REMOVE EXISTING ASPHALT PAVING, AGGREGATE BASE AND HEADER BOARDS WITHIN LIMITS OF DEMOLITION SHOWN.
2. REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE WITHIN LIMITS OF DEMOLITION SHOWN.
3. REMOVE AND DISPOSE OF EXISTING TREE AND ASSOCIATED ROOTS.
4. REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCING AND ASSOCIATED ROLLING GATE.
5. REMOVE AND DISPOSE OF EXISTING AREA DRAIN AND ASSOCIATED PIPING.
6. REMOVE AND DISPOSE OF EXISTING OVERHEAD ELECTRICAL LINES\ SERVING BUILDING TO BE REMOVED. COORDINATE REMOVAL AND DISCONNECTION WITH UTILITY SERVICE PROVIDERS.
7. REMOVE AND DISPOSE OF EXISTING METAL POLE AND ASSOCIATED FOOTING.
8. REMOVE AND DISPOSE OF EXISTING METAL POST HOLE FOOTING.
9. REMOVE AND DISPOSE OF EXISTING BOLLARD.
10. REMOVE AND DISPOSE OF EXISTING POWER POLE AND ELECTRICAL METER.
11. REMOVE AND DISPOSE OF EXISTING GAS PIPE. COORDINATE REMOVAL WITH PG&E.
12. EXISTING FIRE HYDRANT TO REMAIN.
13. EXISTING MANHOLE TO REMAIN.
14. EXISTING JOINT UTILITY POLE TO REMAIN.
15. EXISTING CHAIN LINK FENCE TO REMAIN.
16. EXISTING OVERHEAD ELECTRICAL AND COMMUNICATION LINES TO REMAIN.
17. REMOVE AND DISPOSE OF EXISTING WATER METER AND ASSOCIATED PIPE.
18. EXISTING WALL TO REMAIN.

IMPROVEMENT PLANS FOR
**CITY OF RANCHO CORDOVA**
**DEMOLITION PROJECT**
**PARTIAL DEMOLITION PLAN PHASE 2**
CITY OF RANCHO CORDOVA CALIFORNIA

**C1.2**

WCE
WARREN CONSULTING ENGINEERS, INC.
2351 SUNRISE BLVD., SUITE 220
FOLSOM, CA 95630 (916) 985-1870

PROFESSIONAL ENGINEER — GEORGE E. WARREN — No. 34818 — REGISTERED CIVIL ENGINEER — STATE OF CALIFORNIA

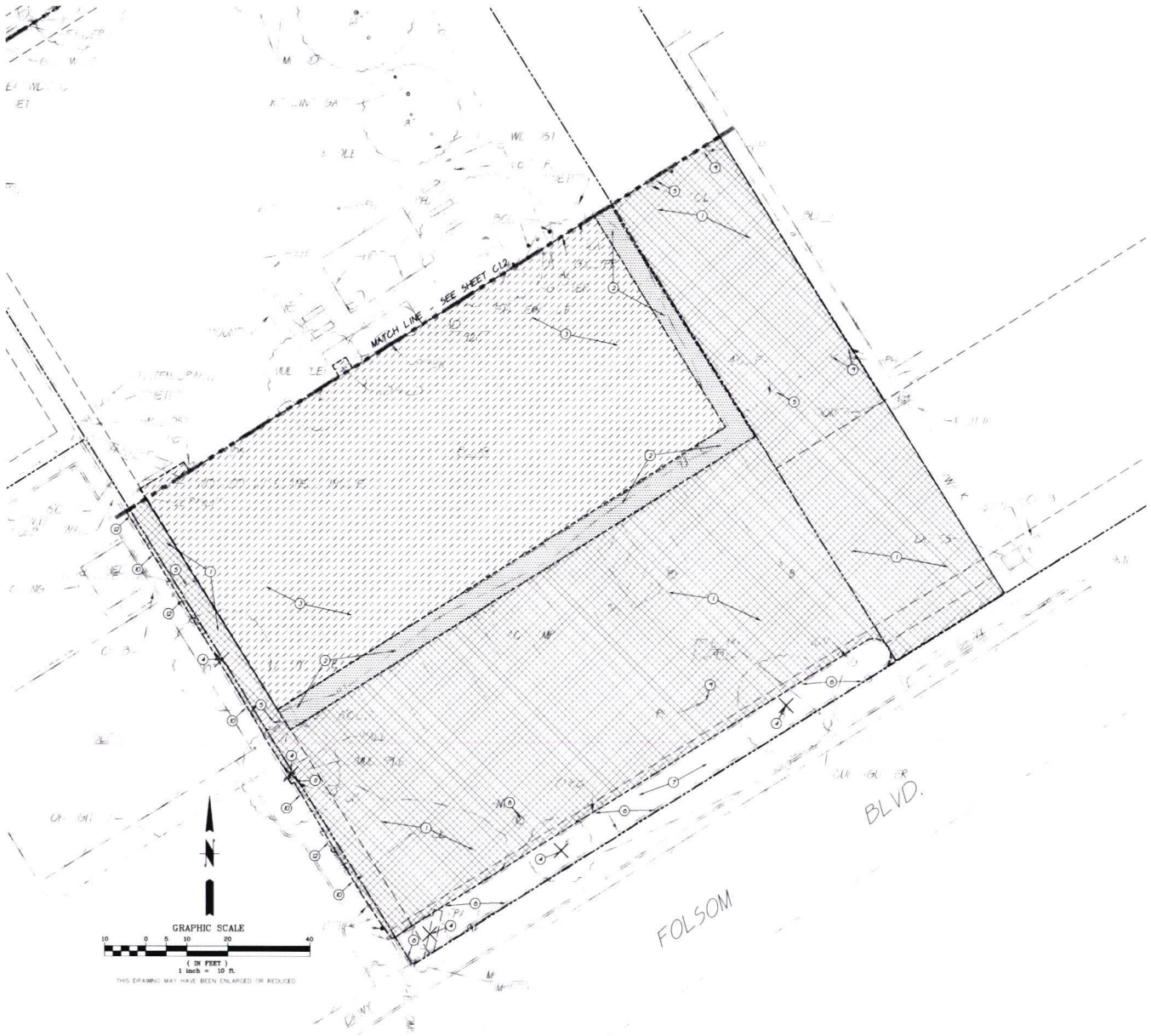
HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO.: 24753

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

DESIGNED: AT
DRAWN: AE
CHECKED: GW
DATE: 11-09-09

A.P.N. 067-0220-010, 014, 015, 016, 017, 021
PANAMINT NO. R-208
FOUND FARKET AND ¾" METAL DISC STAMPED "LS 8M R-208" LOCATED NEAR CENTERLINE OF SUNRISE BLVD. AT THE SOUTHEAST CORNER OF A.K.A. OF CONCRETE BOX CULVERT ON WEST SIDE OF SUNRISE BLVD. APPROXIMATELY 65' NORTH OF COLLEGE DR.
COUNTY DATUM

245 1.0




*NOTES ARE SHEET SPECIFIC.

DEMOLITION NOTES

1. REMOVE EXISTING ASPHALT PAVING, AGGREGATE BASE AND HEADER BOARDS WITHIN LIMITS OF DEMOLITION SHOWN.
2. REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE WITHIN LIMITS OF DEMOLITION SHOWN.
3. REMOVE EXISTING BUILDING. BUILDING OVERHANG AND FOUNDATION IN THEIR ENTIRETY AND DISPOSE OF OFF-SITE. DISCONNECT AND REMOVE ALL UNDERGROUND HIGH AND LOW VOLTAGE CONDUITS, WATER PIPE (WATER VALVES, METERS, BFP, VALVE BOXES), SEWER PIPE (CLEANOUTS), STORM DRAIN PIPE, GAS PIPE AND METERS, IRRIGATION CONTROL WIRES AND PIPING, PULL BOXES, TERMINATION BOXES AND UTILITY BOXES. ALL LINES MAKING CONNECTION TO PUBLIC STREET SHALL BE CAPPED AT BACK OF EXISTING SIDEWALK. VERIFY THAT LINES BEING REMOVED ARE NOT SERVING BUILDINGS FROM NEIGHBORING PARCELS.
4. REMOVE AND DISPOSE OF EXISTING TREE AND ASSOCIATED ROOTS.
5. REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE.
6. REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
7. REMOVE AND DISPOSE OF EXISTING LANDSCAPING, GRASS AND ASSOCIATED IRRIGATION PIPING.
8. REMOVE AND DISPOSE OF EXISTING SIGN, POST AND FOOTING.
9. REMOVE AND DISPOSE OF EXISTING POST HOLE FOOTING.
10. EXISTING WALL TO REMAIN.
11. EXISTING JOINT UTILITY POLE TO REMAIN.
12. EXISTING OVERHEAD ELECTRICAL AND COMMUNICATION LINES TO REMAIN.

NOTE: THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER, BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DEMOLITION AND REROUTING OF UTILITIES WITH SERVICE PROVIDERS. ALL UTILITIES THAT REMAIN SHALL BE PROTECTED AND LEFT IN SERVICE AT ALL TIMES.
2. THE EXTENT OF DEMOLITION SHALL ADJUST AS REQUIRED TO COMPLETE WORK.
3. THE INTENT OF THIS DEMOLITION IS TO REMOVE VIRTUALLY EVERY SURFACE FEATURE ABOVE GROUND AND ALL PIPED UTILITIES BELOW GROUND. WHEN WORK IS COMPLETE, THE GROUND ABOVE AND BELOW GRADE SHALL BE CLEAN AND DEBRIS FREE AND READY FOR NEW CONSTRUCTION WITHOUT ANY OBSTRUCTIONS.

IMPROVEMENT PLANS FOR
# CITY OF RANCHO CORDOVA
## DEMOLITION PROJECT
## PARTIAL DEMOLITION PLAN PHASE 2
CITY OF RANCHO CORDOVA CALIFORNIA

C1.3

WCE
WARREN CONSULTING ENGINEERS, INC.
2482 CRYSTAL DRIVE, SUITE 1
FOLSOM, CA 95630 (916) 985-1870

PROFESSIONAL ENGINEER — CHRISTOPHER J. WARREN — No. C 52618 — EXP. 3-31-18 — STATE OF CALIFORNIA — CIVIL

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO: 2475J

DESIGNED: AT
DRAWN: ML
CHECKED: CW
DATE: 11-09-09

A.P.N. 067-0220-010, 054, 055, 056, 057, 001
RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
FOUND RAMSEY AND ¾" METAL DISC STAMPED "LS 8328" LOCATED NEAR CENTERLINE OF FOLSOM BLVD. AT THE INTERSECTION OF CENTERLINE OF SUNRISE BLVD. AND CENTERLINE OF FOLSOM BLVD.
ELEVATION = 87.55 FEET, NAVD 88 DATUM
BASIS OF BEARINGS: A LINE BETWEEN A FOUND 3/4" I.P. AT THE INTERSECTION OF FOLSOM BLVD. AND SUNRISE BLVD. AND A FOUND 3/4" I.P. AT THE INTERSECTION OF FOLSOM BLVD. AND ZINFANDEL DRIVE, BEING N 89°48'00" E PER RECORD OF SURVEY 2004-0001000

2475 1.13

NOTE: THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES. NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DEMOLITION AND REROUTING OF UTILITIES WITH SERVICE PROVIDERS. ALL UTILITIES THAT REMAIN SHALL BE PROTECTED AND LEFT IN SERVICE AT ALL TIMES.
2. THE EXTENT OF DEMOLITION SHALL ADJUST AS REQUIRED TO COMPLETE WORK.
3. THE INTENT OF THIS DEMOLITION IS TO REMOVE VIRTUALLY EVERY SURFACE FEATURE ABOVE GROUND AND ALL PIPED UTILITIES BELOW GROUND. WHEN WORK IS COMPLETE THE GROUND, ABOVE AND BELOW GRADE, SHALL BE CLEAN, AND DEBRIS FREE AND READY FOR NEW CONSTRUCTION WITHOUT ANY OBSTRUCTIONS.

*NOTES ARE SHEET SPECIFIC.

DEMOLITION NOTES

1. REMOVE EXISTING ASPHALT PAVING, AGGREGATE BASE AND HEADER BOARDS WITHIN LIMITS OF DEMOLITION SHOWN.
2. REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE WITHIN LIMITS OF DEMOLITION SHOWN.
3. REMOVE EXISTING BUILDING, BUILDING OVERHANG AND FOUNDATIONS IN THEIR ENTIRETY AND DISPOSE OF OFF-SITE. DISCONNECT AND REMOVE ALL UNDERGROUND 1199H AND LOW VOLTAGE CONDUITS, WATER PIPE, WATER VALVES, METERS, BVFP, VALVE BOXES), SEWER PIPE (CLEANOUTS), STORM DRAIN PIPE, GAS PIPE AND METERS, IRRIGATION CONTROL WIRES AND PIPING, PULL BOXES, TERMINATION BOXES AND UTILITY BOXES. ALL LINES MAKING CONNECTION TO PUBLIC STREET SHALL BE CAPPED AT BACK OF EXISTING SIDEWALK. VERIFY THAT LINES BEING REMOVED ARE NOT SERVING BUILDING FROM NEIGHBORING PARCELS.
4. REMOVE AND DISPOSE OF EXISTING TREE STUMP AND ASSOCIATED ROOTS.
5. REMOVE AND DISPOSE OF EXISTING TREE AND ASSOCIATED ROOTS.
6. REMOVE AND DISPOSE OF EXISTING STAIRS AND ASSOCIATED HANDRAILS.
7. REMOVE AND DISPOSE OF EXISTING OVERHEAD ELECTRICAL LINE(S) SERVING BUILDING TO BE REMOVED. COORDINATE REMOVAL AND DISCONNECTION WITH UTILITY SERVICE PROVIDERS.
8. REMOVE AND DISPOSE OF EXISTING PARKING BUMPER.
9. REMOVE AND DISPOSE OF EXISTING OVERHANG AND ASSOCIATED COLUMNS.
10. REMOVE AND DISPOSE OF EXISTING POOL IN ITS ENTIRETY.
11. REMOVE AND DISPOSE OF EXISTING LANDSCAPING, GRASS AND ASSOCIATED IRRIGATION PIPING.
12. REMOVE AND DISPOSE OF EXISTING CONCRETE CURB.
13. REMOVE AND DISPOSE OF EXISTING BOLLARD.
14. REMOVE AND DISPOSE OF EXISTING SITE LIGHT AND ASSOCIATED CONDUIT.
15. REMOVE AND DISPOSE OF EXISTING WOOD FENCE.
16. EXISTING WATER SERVICE TO BE REMOVED AND ABANDONED PER GOLDEN STATE WATER COMPANY SPECIFICATIONS AND STANDARDS.
17. REMOVE AND DISPOSE OF EXISTING TELEPHONE MANHOLE.
18. REMOVE AND DISPOSE OF EXISTING ELECTRICAL UTILITY ENCLOSURE AND ASSOCIATED CABINETS, TRANSFORMERS AND SERVICES. COORDINATE THE REMOVAL AND DISCONNECTION WITH UTILITY SERVICE PROVIDERS.
19. EXISTING WATER VALVE TO REMAIN.
20. EXISTING WOOD FENCE TO REMAIN.
21. EXISTING JOINT UTILITY POLE TO REMAIN.
22. REMOVE AND DISPOSE OF EXISTING POOL TANK, PUMP AND ASSOCIATED ELECTRICAL EQUIPMENT.
23. EXISTING OVERHEAD ELECTRICAL AND COMMUNICATION LINES TO REMAIN.
24. REMOVE AND DISPOSE OF EXISTING BUILDING 2ND FLOOR OVERHANG.
25. REMOVE AND DISPOSE OF EXISTING SIGN.

IMPROVEMENT PLANS FOR
# CITY OF RANCHO CORDOVA
## DEMOLITION PROJECT
## DEMOLITION PLAN PHASE 3
CITY OF RANCHO CORDOVA CALIFORNIA

C1.4

WCE
WARREN CONSULTING ENGINEERS, INC.
2482 Sunrise Boulevard, Suite 200
FOLSOM, CA 95630 (916) 985-1870

PROFESSIONAL ENGINEER — GEORGE L. WARREN — No. 34818 — REGISTERED CIVIL ENGINEER — STATE OF CALIFORNIA

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO.: 24751

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

DESIGNED: AT
DRAWN: ML
CHECKED: GLW
DATE: 11-09-09

A 2" N, 251,030.284, 0E, 106, 017, 00" (NAD-MARE, NO. 49, 2011)
FOUND FARMET AND ¾" METAL DISC STAMPED "LS 8M 18-208" LOCATED NEAR CENTERLINE OF SUNRISE BOULEVARD AT THE INTERSECTION OF CENTERLINE OF SUNRISE BOULEVARD AND THE EXTENDED CENTERLINE OF MERRY OAKS DRIVE, APPROXIMATELY 85' NORTH OF COLUMBIA TEL. CO. MANHOLE NO. 2, AND 2' EAST OF CENTERLINE OF SUNRISE BOULEVARD, 2' SOUTH OF CENTERLINE OF MERRY OAKS DRIVE, 2' WEST OF EDGE OF ASPHALT AND 0.2' BELOW GRADE.

A.P.N. 097-022H-00D, 00E, 00F, 00G, 01F, 00H

BENCHMARK NO 18-308
FOUND KAMBER AND ¾" METAL DISC STAMPED "CO DPW 18-308" LOCATED NEAR CHISELED SQUARE IN TOP OF SOUTH END OF CONCRETE WALL OF CONCRETE BOX CULVERT ON WEST SIDE OF COLUSA RD APPROXIMATELY 55 NORTH OF COLLETTO DR.

PERMIT DATING

| DESIGNED: | DATE |
|---|---|
| AT | 11-02-09 |
| DRAWN: | |
| ML | |
| CHECKED | |
| GV | |

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|
| | | | |

HORIZONTAL SCALE:
AS NOTED
VERTICAL SCALE:
N/A
JOB NO.:
24752

PROFESSIONAL ENGINEER — REGISTERED — WARREN I. JENSEN — No. 24752 — CIVIL — STATE OF CALIFORNIA

WCE

WARREN CONSULTING ENGINEERS, INC.
780 BLUE RAVINE ROAD, SUITE C
FOLSOM, CA 95630 (916) 985-1870

CITY OF RANCHO CORDOVA
DEMOLITION PROJECT
GRADING AND ENGINEERED FILL PLAN

IMPROVEMENT PLANS FOR
CITY OF RANCHO CORDOVA
CALIFORNIA

C2.1

GENERAL NOTES

1. IN THE EVENT THAT ANY UNUSUAL CONDITIONS NOT COVERED BY THE GEOTECHNICAL INVESTIGATION REPORT OR ARE ENCOUNTERED DURING CONSTRUCTION, THE GEOTECHNICAL ENGINEER AND THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS
2. NO BURNING SHALL BE PERMITTED
3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO EXCAVATION AND SHALL REPAIR ALL UTILITIES DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL PHYSICALLY LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. IN ADDITION, THE CONTRACTOR SHALL CONTACT USA AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. IN ADDITION, THE CONTRACTOR SHALL DETERMINE THE EXISTENCE OF UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS

ENGINEERED FILL NOTES

1. GENERAL SITE
FOLLOWING SITE DEMOLITION, SCARIFY EXISTING SURFACE TO A MINIMUM DEPTH OF 8 INCHES, MOISTURE CONDITION AND RECOMPACT UNDERLYING SOIL TO AT LEAST 90% RELATIVE COMPACTION. PLACE ENGINEERED FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. THE FILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% AS NECESSARY AND COMPACTED TO NOT LESS THAN 90% RELATIVE COMPACTION PLACE ENGINEERED FILL UP TO FINISH GRADES SHOWN
2. BUILDING FOUNDATION
FOLLOWING BUILDING FOUNDATION EXCAVATION UNIFORMLY SCARIFY BOTTOM OF FOOTING TO A MINIMUM DEPTH OF 12 INCHES BELOW LOWEST FOOTING ELEVATION, MOISTURE CONDITION AND RECOMPACT UNDERLYING SOIL TO AT LEAST 90% RELATIVE COMPACTION. PLACE ENGINEERED FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. THE FILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% AS NECESSARY AND COMPACTED TO NOT LESS THAN 90% RELATIVE COMPACTION PLACE ENGINEERED FILL UP TO FINISH GRADES SHOWN
3. POOL
FOLLOWING COMPLETE DEMOLITION OF POOL INCLUDING WALLS, SCARIFY BOTTOM OF POOL TO A MINIMUM DEPTH OF 12 INCHES, MOISTURE CONDITION AND RECOMPACT UNDERLYING SOIL TO AT LEAST 90% RELATIVE COMPACTION. PLACE ENGINEERED FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. THE FILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% AS NECESSARY AND COMPACTED TO NOT LESS THAN 90% RELATIVE COMPACTION PLACE ENGINEERED FILL UP TO FINISH GRADES SHOWN
4. UTILITY TRENCHES
FOLLOWING DEMOLITION OF EXISTING UTILITY AND ASSOCIATED TRENCH EXCAVATION, MOISTURE CONDITION AND RECOMPACT UNDERLYING SOIL TO A MINIMUM DEPTH OF 8 INCHES AND RECOMPACT UNDERLYING SOIL TO AT LEAST 90% RELATIVE COMPACTION. PLACE ENGINEERED FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. THE FILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90%
5. HOLES LEFT FROM TREES
FOLLOWING TREE REMOVAL, SCARIFY BOTTOM OF HOLE TO A MINIMUM DEPTH OF 8 INCHES AND RECOMPACT UNDERLYING SOIL TO AT LEAST 90% RELATIVE COMPACTION. PLACE ENGINEERED FILL IN HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. THE FILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90%

GRADING NOTES

1. MATCH EXISTING GRADE/ELEVATION
2. GRADE UNIFORMLY

NOTES:
EXACT LOCATION WILL BE COORDINATE BY CONTRACTOR AND COUNTY OFFICIALS.

LEGEND

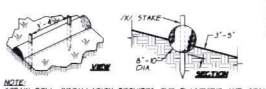
- STRAW WATTLE AT DROP INLET
- STRAW ROLLS AT LIMIT OF WORK
- CONSTRUCTION ENTRANCE

EROSION CONTROL NOTES

1. CONTRACTOR SHALL PREPARE THE SWPPP AS A SUPPLEMENTAL DOCUMENT TO THESE CONTRACT DOCUMENTS AND THE EROSION AND SEDIMENT CONTROL PLAN. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMPLEMENT AND MAINTAIN THE CONDITIONS OF THE SWPPP.
2. CONTRACTOR'S SWPPP SHALL BE AVAILABLE ON-SITE AT ALL TIMES.
3. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPLIANCE WITH STATE WATER RESOURCES CONTROL BOARD REQUIREMENTS.
4. CONTRACTOR SHALL PAY FOR AND SECURE A NOTICE OF INTENT PERMIT (NOI) WITH THE STATE RESOURCES CONTROL BOARD PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL PROVIDE STRAW WATTLES AT ALL INLETS (NEW AND/OR EXIST) IN AREAS OF WORK. (2 / C3.1)
6. CONTRACTOR SHALL PROVIDE STRAW ROLLS AT PERIMETER OF SITE AND IN AREAS REQUIRED BY THE CONTRACTOR'S SWPPP. (1 / C3.1)
7. CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION SITE ACCESS AT LOCATIONS REQUIRED FOR CONSTRUCTION ACTIVITIES (4 / C3.1)
8. CONTRACTOR SHALL PROVIDE SEDIMENT BASINS AS REQUIRED TO MITIGATE SILT RUN OFF AS REQUIRED BY CONTRACTOR'S SWPPP.
9. CONTRACTOR SHALL MAINTAIN ALL STRAW WATTLES/SILT FENCES AND OTHER STORM WATER POLLUTION PREVENTION DEVICES THROUGHOUT CONSTRUCTION. REMOVE ALL POLLUTION PREVENTION DEVICES AT THE END OF CONSTRUCTION AS REQUIRED.
10. PRIOR TO PLACEMENT OF LANDSCAPING AND/OR FINISHED GROUND SEEDING, REMOVE TEMPORARY EROSION CONTROL MEASURES.
11. CONTRACTOR SHALL PROVIDE AND MAINTAIN FILTER BAGS AT INLETS LOCATED IN THE EXISTING ROADWAY IF NOT PROVIDED BY OTHERS.
12. PROVIDE STORM DRAIN INLET FILTER BAG AT ALL EXISTING INLETS WITHIN PROJECT BOUNDARIES. (3 / C3.1)

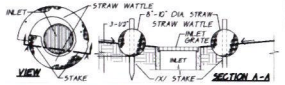
## SACRAMENTO COUNTY STANDARD EROSION AND SEDIMENT CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE CURRENT EDITION OF THE COUNTY OF SACRAMENTO IMPROVEMENT STANDARDS (OCTOBER 2006).
2. EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED ALL YEAR.
3. ALL DRAINAGE INLETS IMMEDIATELY DOWNSTREAM OF THE WORK AREAS AND WITHIN THE WORK AREAS SHALL BE PROTECTED WITH SEDIMENT CONTROL AND INLET FILTER BAGS. YEAR ROUND INLET FILTER BAGS SHALL BE REMOVED FROM THE DRAINAGE INLETS UPON ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE COUNTY.
4. ALL STABILIZED CONSTRUCTION ACCESS LOCATIONS SHALL BE CONSTRUCTED PER STANDARD DRAWING 11-1 WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES PAVED AREAS. THE STABILIZED ACCESS SHALL BE MAINTAINED ON A YEAR ROUND BASIS UNTIL THE COMPLETION OF CONSTRUCTION.
5. ALL AREAS DISTURBED DURING CONSTRUCTION BY GRADING, TRENCHING, OR OTHER ACTIVITIES SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD.
6. SENSITIVE AREAS AND AREAS WHERE EXISTING VEGETATION IS BEING PRESERVED SHALL BE PROTECTED WITH CONSTRUCTION FENCING. SEDIMENT CONTROL BMPS SHALL BE INSTALLED WHERE ACTIVE CONSTRUCTION AREAS DRAIN INTO SENSITIVE OR PRESERVED VEGETATION AREAS.
7. SEDIMENT CONTROL BMPS SHALL BE PLACED ALONG THE PROJECT PERIMETER WHERE DRAINAGE LEAVES THE PROJECT. SEDIMENT CONTROL BMPS SHALL BE MAINTAINED YEAR ROUND UNTIL THE CONSTRUCTION IS COMPLETE OR THE DRAINAGE PATTERN HAS BEEN CHANGED AND NO LONGER LEAVES THE SITE.
8. EROSION AND SEDIMENT CONTROL MEASURES FOR THE PROJECT SHALL BE IN SUBSTANTIAL COMPLIANCE AT ALL TIMES WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE SWPPP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE SWPPP IS TO BE AVAILABLE ON SITE AT ALL TIMES FOR REVIEW BY STATE AND LOCAL INSPECTORS.
9. EFFECTIVE EROSION CONTROL BMPS SHALL BE IN PLACE PRIOR TO ANY STORM EVENTS.
10. THE AREAS SLOPED GREATER THAN 10:1 ARE TO RECEIVE HYDROSEEDING OR OTHER EROSION CONTROL.
11. IF CERTAIN SOIL TYPES (E.G. COLLOIDAL SOILS) ARE DETECTED, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL TREATMENT MEASURES PRIOR TO DISCHARGE.
12. CONTRACTOR IS RESPONSIBLE FOR THE DEWATERING AND REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES JUST PRIOR TO THE COMMENCING OF THE FINAL GRADING AND PAVING OPERATIONS. ONLY CLEAR WATER IS TO BE DISCHARGED INTO THE EXISTING DRAINAGE SYSTEM. IF PUMPING IS NECESSARY, FILTERS WILL BE REQUIRED TO ENSURE THAT ONLY CLEAR WATER IS DISCHARGED FROM THE SITE. PER SACRAMENTO COUNTY STANDARDS, THE CONTRACTOR SHALL VERIFY THE DISCHARGE POINT WITH THE COUNTY INSPECTOR. THE CONTRACTOR SHALL VERIFY THAT THE POINT OF DISCHARGE CAN HANDLE THE VELOCITY AND QUANTITY OF FLOW.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE SITE TO MINIMIZE DUST CREATED DURING CONSTRUCTION.



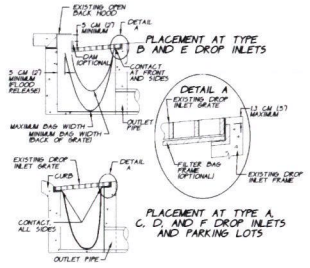

NOTE:
STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH 3'-5" DEEP. CUTS ON CONTOUR RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

1 / C3.1 STRAW ROLLS — NO SCALE



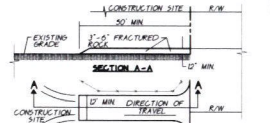

NOTE: STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 3-5" DEEP. CUTS ON CONTOUR RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

2 / C3.1 STRAW WATTLE INLET FILTER — NO SCALE




NOTES:
1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 0.8 HECTARES (2 ACRES).
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINER FEET, AN EQUIVALENT OPENING SIZE NOT GREATER THAN A 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLON/MINUTE/SQUARE FOOT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE OR OTHER APPROVED METHOD PROVIDING NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT BE CAUSED THE REST MORE THAN 13 CM (5") ABOVE THE INLET FRAME. SEE DETAIL A).
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR "FLOOD RELEASE."
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS CHANGE OCCURS.

3 / C3.1 STORM DRAIN INLET FILTER BAG — NO SCALE




NOTES:
1. STABILIZED CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 3"-5" ANGULAR ROCK MATERIAL CONFORMING TO SECTION 26 OF STATE SPECIFICATIONS. MATERIAL SHALL BE PLACED TO A MINIMUM THICKNESS OF SIX INCHES. THE METHOD OF PLACING, SPREADING AND COMPACTING AGGREGATE BASE MATERIAL SHALL CONFORM TO SECTION 26 OF THE STATE SPECIFICATIONS.
2. LENGTH OF SITE ACCESS SHALL BE A MINIMUM LENGTH OF FIFTY FEET. WIDTH SHALL BE A MINIMUM OF TWELVE FEET OR GREATER AS NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS.
3. THE SITE ACCESS SHALL BE KEPT IN GOOD CONDITION BY OCCASIONAL TOP DRESSING.
4. TRUCK TIRES SHALL BE WASHED DOWN AND THE SEDIMENT CONTAINED ON THE PROJECT SITE.

4 / C3.1 STABILIZED CONSTRUCTION SITE ACCESS — NO SCALE

A.P.N. 067-0220-003, 004, 005, 019, 021, 049
POND MARKET AND ¾" METAL DISC STAMPED "CO. BM 48-208, LOCATED NEAR CHISELED "X" IN TOP OF CONCRETE BOX CULVERT ON WEST RAIL OF COLORETTO WAY, APPROXIMATELY 625 NORTH OF COLORETTO DR.
(COUNTY DATUM)

DESIGNED: AT
DRAWN: ML
CHECKED: ML
DATE: 11-20-19

| NO. | REVISION | APP'D | DATE |
|---|---|---|---|

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: N/A
JOB NO.: 24752

WCE
WALKER CONSULTING ENGINEERS, INC.
2351 SUNRISE BLVD., SUITE 220
FOLSOM, CA 95630 (916) 985-1870

PROFESSIONAL ENGINEER — CHRISTOPHER M. WALKER — No. 34618 — EXP. 6-30-21 — STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
CITY OF RANCHO CORDOVA
DEMOLITION PROJECT
EROSION CONTROL PLAN
CITY OF RANCHO CORDOVA — CALIFORNIA

C3.1

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK SEE TBM LIST FOR INFO
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE (SIZE/TYPE INDICATED)
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ?? | UNKNOWN | D | DEPTH | ICP | IRRIGATION CONTROL PANEL | S/W | SIDEWALK |
| AC | ASPHALTIC CONCRETE | DCDC | DOUBLE DETECTOR CHECK VALVE | ICV | IRRIGATION CONTROL VALVE | SD | STORM DRAIN |
| ACC | ACCESSIBLE | DF | DRINKING FOUNTAIN | INV | PIPE INVERT ELEVATION | SDMH | STORM DRAIN MANHOLE |
| AD | AREA DRAIN | DG | DECOMPOSED GRANITE | IRR | IRRIGATION | SIG | SIGNAL |
| AD | AREA DRAIN | DI | DROP INLET | J/P | JOINT UTILITY POLE | SL | STREET LIGHT |
| APN | ASSESSOR'S PARCEL NUMBER | DS | DOWNSPOUT | JT | JOINT TRENCH | SLB | STREET LIGHT BOX |
| ARV | AIR RELEASE VALVE | DWG | DRAWING | LF | LINEAL FEET | SS | SANITARY SEWER |
| BBALL | BASKETBALL POLE | E | ELECTRIC | LSD | LOW SULFIDE | SSCO | SANITARY SEWER CLEANOUT |
| BCM | BRASS CAP MONUMENT | EP | EDGE OF PAVEMENT | LVE | LOW VOLTAGE ELECTRIC | SSMH | SANITARY SEWER MANHOLE |
| BFP | BACK FLOW PREVENTER | ESMT | EASEMENT | M | METHANE | STD | STANDARD |
| BL | BOLLARD | EX | EXISTING | MH | MANHOLE | STL | STEEL |
| BLDG | BUILDING | F | FIRE LINE | MSC | METAL STORAGE CONTAINER | T | TELEPHONE |
| BOL | BOLLARD | FA | FIRE ALARM | NS | NOT TO SCALE | TBALL | TETHER BALL POLE |
| BOV | BLOW-OFF VALVE | FDC | FIRE DEPARTMENT CONNECTION | OHW | OVERHANG | TBM | TEMPORARY BENCHMARK |
| BR | BRICK | FFE | FINISHED FLOOR ELEVATION | O/P | OPEN IRON PIPE | TP | TELEPHONE POLE |
| BWF | BARBED WIRE FENCE | FH | FIRE HYDRANT | OSPH | OLD STEEL POST HOLE | TOW | TOP OF RETAINING WALL |
| C/L | CENTERLINE | FL | FLOWLINE | P/L | PROPERTY LINE | UG | UNDERGROUND |
| CATV | CABLE TELEVISION | FN | FENCE | PA | PLANTER AREA | UNK | UNKNOWN |
| CB | CATCH BASIN | FO | FIBER OPTIC | PD | PLANTER DRAIN | UON | UNLESS OTHERWISE NOTED |
| CIP | CAPPED IRON PIPE | FS | FIRE SERVICE | PH | POTHOLE | VBALL | VOLLEYBALL |
| CL | CLASS | G | GAS | PIV | POST INDICATOR VALVE | W | WATER |
| CLF | CHAIN LINK FENCE | GB | GRADE BREAK | PP | POWER POLE | W/ | WITH |
| CMP | CORRUGATED METAL PIPE | GR | GRATE | PRKG | PARKING | W/O | WITHOUT |
| CO | CLEANOUT | GRD | GROUND ROD BOX | PUE | PUBLIC UTILITY EASEMENT | WD | WOOD |
| COL | COLUMN | GRD. | GRADE ELEVATION | PVC | POLYVINYL CHLORIDE | WIF | WROUGHT IRON FENCE |
| COMM | COMMUNICATION | GROD | GROUND ROD | R | RIDGE | X-FMR | TRANSFORMER |
| CONC | CONCRETE | GV | GAS VALVE | RIM | MANHOLE RIM ELEVATION | X-WALK | CROSSWALK |
| COND | CONDENSATE | HB | HOSE BIBB | ROW | RIGHT OF WAY | | |
| CONST | CONSTRUCT | HDD | HEADER BOARD | RP | REDUCED PRESSURE BACKFLOW PREVENTER | | |
| CP | CONTROL POINT FOUND | HP | HIGH PRESSURE | RWALL | RETAINING WALL | | |
| CS | CONTROL POINT SET | HR | HANDRAIL | RWL | RAIN WATER LEADER | | |
| | CONCRETE SURFACE | HVE | HIGH VOLTAGE ELECTRIC | | | | |

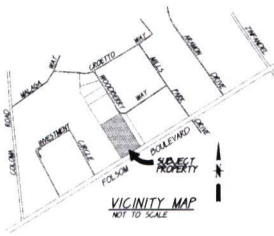
## CERTIFICATE

TO THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 10, 11B, 13, AND 16-19 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009

REGISTRATION NO. C.28362




VICINITY MAP
NOT TO SCALE

## EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE (UNDERGROUND LOCATION)
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE (UNDERGROUND LOCATION)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE (SIZE INDICATED)
- WATER LINE (RECORD INFORMATION)
- WATER LINE (UNDERGROUND LOCATION)
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- UNDERGROUND ELECTRIC LINE (UNDERGROUND LOCATION)
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE (SIZE INDICATED)
- GAS LINE (RECORD INFORMATION)
- GAS LINE (UNDERGROUND LOCATION)
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE (RECORD INFORMATION)
- TELEPHONE LINE (UNDERGROUND LOCATION)
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

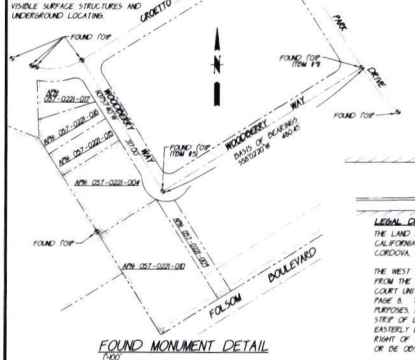
## TBM LIST

| MARKER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CP: CHISELED "+" | 1038143 | 1034196 | 92.00 |
| 2 | CP: CHISELED "+" | 1057377 | 985108 | 89.22 |
| 3 | CP: TOP | 1056451 | 983514 | 89.74 |
| 4 | CP: CHISELED "+" | 1047579 | 982414 | 89.92 |
| 5 | CP: TOP | 1037550 | 1000303 | 91.66 |
| 6 | CP: MAG NAIL | 1041495 | 987243 | 92.31 |
| 7 | CP: PICKER | 1082287 | 998374 | 92.71 |
| 8 | CP: PICKER | 1079543 | 1008979 | 92.50 |
| 9 | CP: TOP | 1034758 | 1040265 | 92.92 |
| 10 | CP: MAG NAIL | 1024778 | 988974 | 92.53 |
| 11 | CP: CHISELED "+" | 1078537 | 1008559 | 92.49 |
| 12 | CP: PICKER | 1036487 | 977983 | 90.77 |
| 13 | CP: PICKER | 1043586 | 977869 | 91.5 |
| 14 | CP: TOP | 1055013 | 974170 | 89.39 |
| 15 | CP: TOP | 1055313 | 973192 | 89.34 |
| 16 | CP: TOP | 1055047 | 981947 | 89.64 |
| 18 | CP: CHISELED "+" | 1029698 | 987074 | 92.92 |
| 19 | CP: CHISELED "+" | 1033159 | 986338 | 92.62 |
| 20 | CP: CHISELED "+" | 1087757 | 990863 | 92.65 |
| 21 | CP: MAG NAIL | 1005714 | 996726 | 92.75 |
| 22 | CP: TOP | 1049423 | 1048525 | 93.17 |

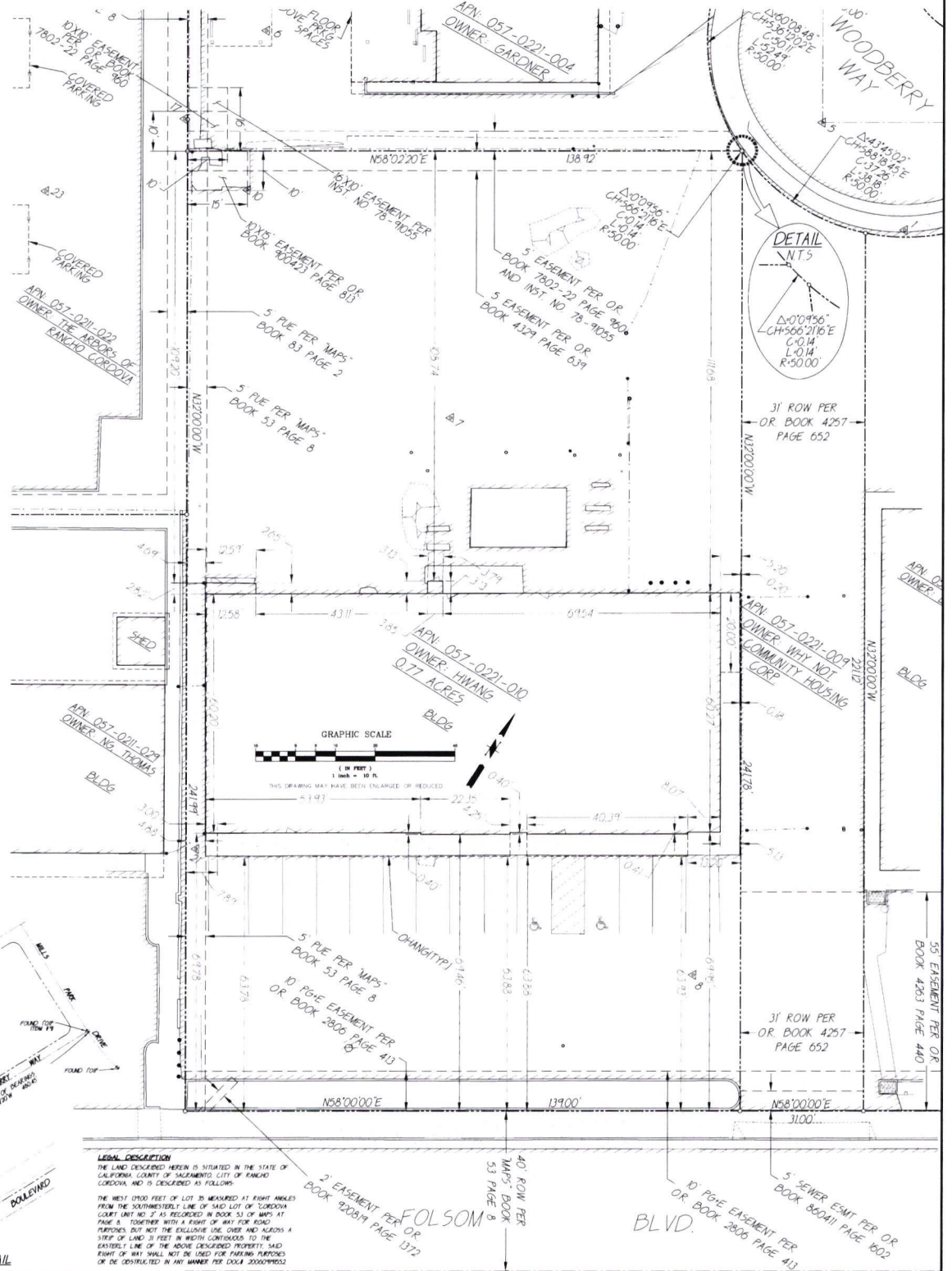
BASIS OF BEARINGS:
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY ITEM #5) TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE ITEM #9) IDENTICAL TO "MAPS" BOOK 53 PAGE 8, N58°00'00"E

FEMA INFORMATION:
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN" PER FLOOD INSURANCE RATE MAP ENCROACHMENT CODE DATED JULY 6, 1998.

NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.




FOUND MONUMENT DETAIL
N.T.S.

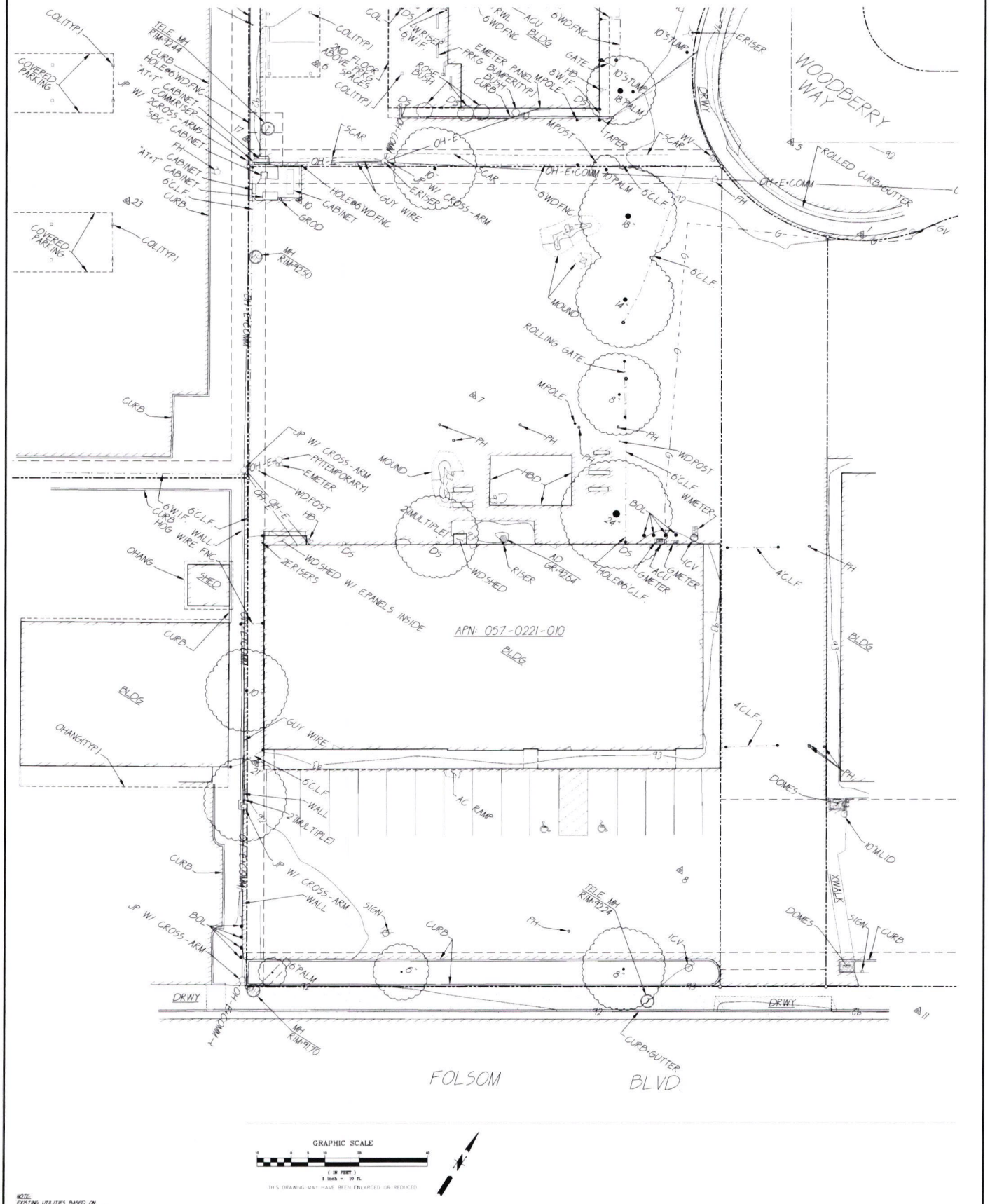



## LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 139.00 FEET OF LOT 35 MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT OF "CORDOVA COURT UNIT NO. 3" AS RECORDED IN BOOK 53 OF MAPS AT PAGE 8. TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSES, BUT NOT THE EXCLUSIVE USE, OVER AND ACROSS A STRIP OF LAND 31 FEET IN WIDTH, CONTIGUOUS TO THE EASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY. SAID RIGHT OF WAY SHALL NOT BE USED FOR PARKING PURPOSES OR BE OBSTRUCTED IN ANY MANNER PER DOC# 2000079552.

| | | | | | | |
|---|---|---|---|---|---|---|
| A.P.N. 057-0221-010 | DESIGNED: N/A | | | HORIZONTAL SCALE: AS NOTED | | ALTA/ACSM LAND TITLE SURVEY OF 10447 FOLSOM BOULEVARD (APN: 057-0221-010 FOR CITY OF RANCHO CORDOVA |
| BENCHMARK NO. 18-208 ELEV. 89.87 | DRAWN: JB/GVS | | | VERTICAL SCALE: NA | GEORGE D. WARREN II No. C52613 LS 7-31-10 | WARREN LAND SURVEYING, INC. 180 Blue Ravine Road, Ste. C Folsom, CA. 95630 916-985-1376 |
| FOUND KNABEY AND 3/4" METAL DISC, STAMPED "CO. B.M. 18-208" LOCATED NEAR CHISELED SQUARE IN TOP OF SOUTH END OF CONCRETE RAIL OF CONCRETE BOX CULVERT, ON WEST SIDE OF COLOMA RD. APPROXIMATELY 155' NORTH OF DOLCETTO DR. | CHECKED: GW | | | JOB NO.: 09-104 | | RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA |
| | SURVEYED ON: 11/3/09 | | | | | |
| | FINAL ISSUED ON: 11/18/09 | NO. | REVISION | DATE | | 1 OF 2 |




NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A.P.N. 057-0221-010 | DESIGNED: N/A | | | HORIZONTAL SCALE: 1"=10' | | WARREN LAND SURVEYING, INC. | ALTA/ACSM LAND TITLE SURVEY OF 10447 FOLSOM BOULEVARD (APN: 057-0221-010 FOR CITY OF RANCHO CORDOVA |
| BENCHMARK NO. 18-208 ELEV. 85.87 | DRAWN: JD/DJS | | | VERTICAL SCALE: NA | | 180 Blue Ravine Road, Ste. C Folsom, Ca. 95630 916-985-1979 | RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA |
| FOUND RABBET AND ¾" METAL DISC STAMPED "C.O. B.M. 18-208" LOCATED NEAR CHISELED SQUARE IN TOP OF SOUTH END OF CONCRETE RAIL OF CONCRETE BOX CULVERT ON WEST SIDE OF COLOMA RD. APPROXIMATELY 55' NORTH OF DOLCETTO DR. | CHECKED: GW | | | JOB NO. 09-104 | | | 2 OF 2 |
| | SURVEYED ON: 11/3/09 | | | | | | |
| | FINAL ISSUED ON: 11/16/09 | NO. | REVISION | DATE | | | |

## EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK (SEE TBM LIST FOR INFO)
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE TYPE NOTED
- TREE SIZE/TYPE INDICATED
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

## EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE (UNDERGROUND LOCATING)
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE (UNDERGROUND LOCATING)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE SIZE INDICATED
- WATER LINE RECORD INFORMATION
- WATER LINE UNDERGROUND LOCATING
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- UNDERGROUND ELECTRIC LINE (UNDERGROUND LOCATING)
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE SIZE INDICATED
- GAS LINE RECORD INFORMATION
- GAS LINE UNDERGROUND LOCATING
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE (RECORD INFORMATION)
- TELEPHONE LINE UNDERGROUND LOCATING
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

## ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.

| | |
|---|---|
| @ | AT |
| AC | ASPHALTIC CONCRETE |
| ACC | ACCESSIBLE |
| ACU | AIR CONDITIONING UNIT |
| AD | AREA DRAIN |
| APN | ASSESSOR'S PARCEL NUMBER |
| AVV | AIR RELEASE VALVE |
| BBALL | BASKETBALL POLE |
| BCM | BRASS CAP MONUMENT |
| BFP | BACK FLOW PREVENTER |
| BL | BOLLARD |
| BLDG | BUILDING |
| BOL | BOLLARD |
| BOV | BLOW-OFF VALVE |
| BR | BRICK |
| BWF | BARBED WIRE FENCE |
| C/L | CENTERLINE |
| CATV | CABLE TELEVISION |
| CB | CATCH BASIN |
| CIP | CAPPED IRON PIPE |
| CL | CLASS |
| C.L.F. | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| COL | COLUMN |
| COMM | COMMUNICATION |
| CONC | CONCRETE |
| COND | CONDENSATE |
| CONST. | CONSTRUCT |
| CP | CONTROL POINT FOUND |
| CPS | CONTROL POINT SET |
| CS | CONCRETE SURFACE |
| D | DEPTH |
| DDC | DOUBLE DETECTOR CHECK VALVE |
| DF | DRINKING FOUNTAIN |
| DG | DECOMPOSED GRANITE |
| DI | DROP INLET |
| DIA | DIAMETER |
| DRWY | DRIVEWAY |
| DS | DOWNSPOUT |
| DWG | DRAWING |
| E | ELECTRIC |
| EP | EDGE OF PAVEMENT |
| EXMT | EASEMENT |
| EX | EXISTING |
| FF | FINISH FLOOR |
| FH | FIRE HYDRANT |
| FL | FLOWLINE |
| FNC | FENCE |
| FO | FIBER OPTIC |
| FS | FIRE SERVICE |
| G | GAS |
| GB | GRADE BREAK |
| GR | GRATE |
| GRD | GROUND ROD BOX |
| GRED | GRADE ELEVATION |
| GRGD | GROUND ROD |
| GV | GAS VALVE |
| HB | HOSE BIBB |
| HDBD | HEADER BOARD |
| HP | HIGH PRESSURE |
| HR | HANDRAIL |
| HVE | HIGH VOLTAGE ELECTRIC |
| ICP | IRRIGATION CONTROL PANEL |
| ICV | IRRIGATION CONTROL VALVE |
| INV | PIPE INVERT ELEVATION |
| IR | IRRIGATION |
| JP | JOINT UTILITY POLE |
| JT | JOINT TRENCH |
| LF | LINEAL FEET |
| LNDG | LANDING |
| LVE | LOW VOLTAGE ELECTRIC |
| M | METAL |
| MH | MANHOLE |
| MS | MOW STRIP |
| MSC | METAL STORAGE CONTAINER |
| NTS | NOT TO SCALE |
| OH | OVERHEAD |
| OHANG | OVERHANG |
| OIP | OPEN IRON PIPE |
| OSPH | OLD STEEL POST HOLE |
| P/L | PROPERTY LINE |
| PA | PLANTER AREA |
| PD | PLANTER DRAIN |
| PH | POTHOLE |
| PIV | POST INDICATOR VALVE |
| PP | POWER POLE |
| PRKG | PARKING |
| PUE | PUBLIC UTILITY EASEMENT |
| PVC | POLYVINYL CHLORIDE |
| R | RUBBER |
| RIM | MANHOLE RIM ELEVATION |
| ROW | RIGHT OF WAY |
| RP | REDUCED PRESSURE BACKFLOW PREVENTER |
| RWALL | RETAINING WALL |
| RWL | RAIN WATER LEADER |
| S/W | SIDEWALK |
| SD | STORM DRAIN |
| SDMH | STORM DRAIN MANHOLE |
| SL | STREET LIGHT |
| SLB | STREET LIGHT BOX |
| SS | SANITARY SEWER |
| SSCO | SANITARY SEWER CLEANOUT |
| SSMH | SANITARY SEWER MANHOLE |
| STD | STANDARD |
| STL | STEEL |
| T | TELEPHONE |
| TBALL | TETHER BALL POLE |
| TBM | TEMPORARY BENCHMARK |
| TC | TOP OF CURB |
| TOW | TOP OF WALL |
| TP | TELEPHONE POLE |
| TRW | TOP OF RETAINING WALL |
| UG | UNDERGROUND |
| UNK | UNKNOWN |
| UON | UNLESS OTHERWISE NOTED |
| VBALL | VOLLEYBALL |
| W | WATER |
| W/ | WITH |
| W/O | WITHOUT |
| WD | WOOD |
| WIF | WROUGHT IRON FENCE |
| XFMR | TRANSFORMER |
| XWALK | CROSSWALK |

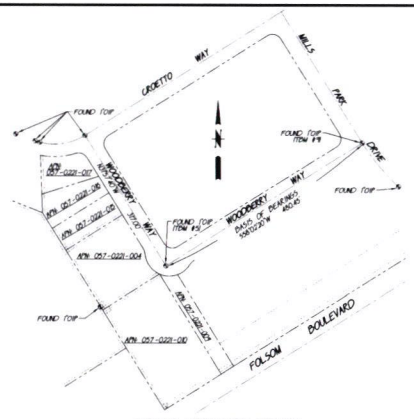
## TBM LIST

| NUMBER | DESCRIPTION | NORTHING | EASTING | ELEVATION |
|---|---|---|---|---|
| 1 | CP: CHISELED "+" | 1028343 | 1003496 | 9.00 |
| 2 | CP: CHISELED "+" | 1027377 | 985.08 | 8.22 |
| 3 | CP: TOP | 1026451 | 983.54 | 8.74 |
| 4 | CP: CHISELED "+" | 1047939 | 990.41 | 8.90 |
| 5 | CP: TOP | 1029560 | 1003103 | 9.66 |
| 6 | CP: MAG NAIL | 1024146 | 987243 | 9.21 |
| 7 | CP: PICKER | 1018287 | 986374 | 9.71 |
| 8 | CP: PICKER | 1007843 | 1008779 | 12.50 |
| 9 | CP: TOP | 1054918 | 1040105 | 12.50 |
| 10 | CP: MAG NAIL | 1020478 | 988674 | 9.53 |
| 11 | CP: CHISELED "+" | 1007837 | 1007089 | 12.49 |
| 12 | CP: PICKER | 1039467 | 977983 | 10.77 |
| 13 | CP: PICKER | 1043586 | 977869 | 9.15 |
| 14 | CP: TOP | 1059013 | 974170 | 8.39 |
| 15 | CP: TOP | 1055313 | 973192 | 8.34 |
| 16 | CP: TOP | 1056728 | 989647 | 8.44 |
| 18 | CP: CHISELED "+" | 1029698 | 987074 | 9.10 |
| 19 | CP: CHISELED "+" | 1033359 | 986328 | 9.63 |
| 20 | CP: CHISELED "+" | 1038757 | 990883 | 9.65 |
| 21 | CP: MAG NAIL | 1005714 | 996728 | 9.75 |
| 22 | CP: TOP | 1045923 | 1048525 | 9.17 |

**BASIS OF BEARING:**
HELD FOUND 1" DIP AT CENTERLINE OF WOODBERRY WAY (ITEM #9) TO FOUND 1" DIP AT CENTERLINE INTERSECTION OF WOODBERRY WAY AND MILLS PARK DRIVE (ITEM #19) IDENTICAL TO "MAPS" BOOK 53 PAGE 8. N58°02'20"E

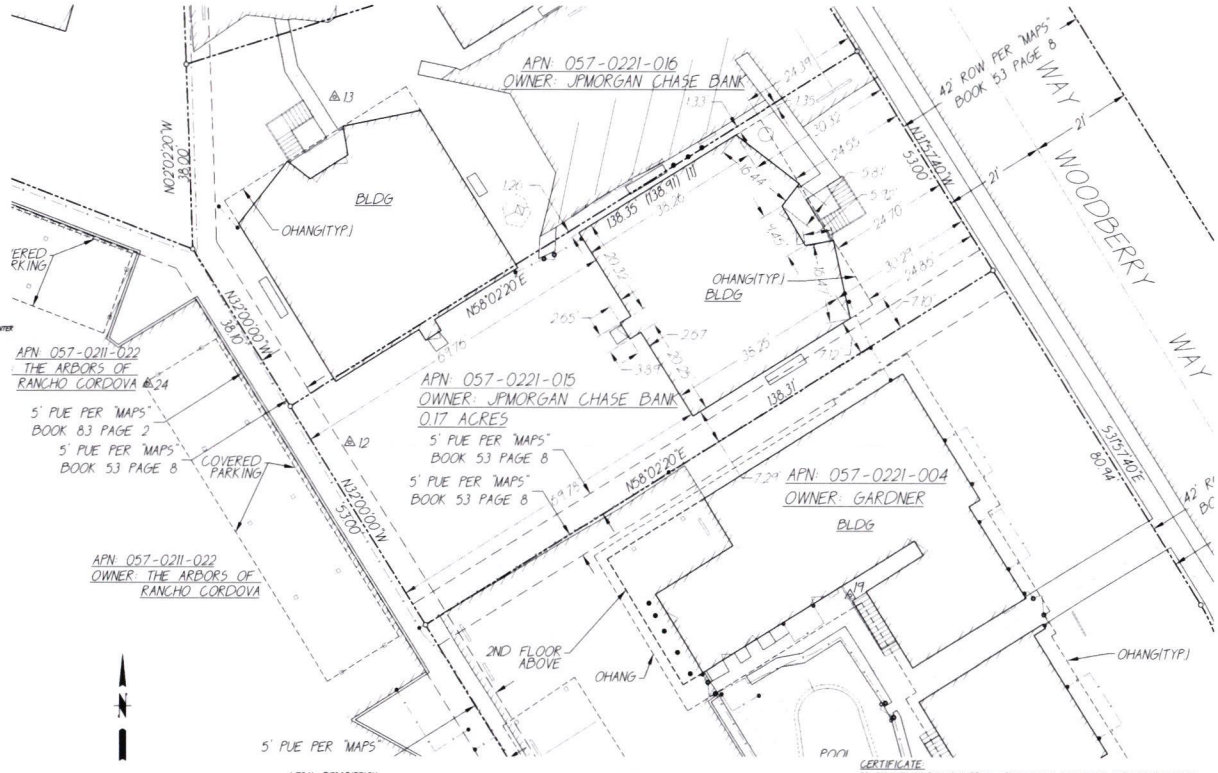
**FEMA INFORMATION:**
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN" PER FLOOD INSURANCE RATE MAP 06067C0 (DATE DATED JULY 6, 1998.

**NOTE:**
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING.




FOUND MONUMENT DETAIL
1"=100'

VICINITY MAP
NOT TO SCALE




GRAPHIC SCALE
( IN FEET )
1 inch = 10 ft.
THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED

**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 33; THENCE FROM SAID POINT OF BEGINNING NORTH 32°02'20" WEST ALONG THE WESTERLY LINE OF SAID LOT 33, A DISTANCE OF 57.00 FEET TO A POINT; THENCE NORTH 58°02'20" EAST 138.35 FEET (138.91 PER II) TO THE EASTERLY LINE OF SAID LOT 33; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 57.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 33; THENCE SOUTH 58°02'20" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 33, A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING.

**REFERENCES**
(I) DOC# 2007042629

**CERTIFICATE:**

TO THE CITY OF RANCHO CORDOVA, URBAN HOUSING COMMUNITIES, AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1-5, 7A, 8, 10, 11, AND 16-19 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: NOVEMBER 9TH, 2009
REGISTRATION NO. C28362

ALTA/ACSM LAND TITLE SURVEY
2708 WOODBERRY WAY
(APN: 057-0221-015)
FOR
CITY OF RANCHO CORDOVA
SACRAMENTO COUNTY, CALIFORNIA

1 OF 2

WARREN LAND SURVEYING, INC.
P.O. Box 1327
Rancho Cordova, CA 95741
(916) 635-9000

REGISTERED PROFESSIONAL ENGINEER
CORY D. WARREN
No. C 28362
CIVIL
STATE OF CALIFORNIA

| NO. | REVISION | DATE |
|---|---|---|

HORIZONTAL SCALE: AS NOTED
VERTICAL SCALE: NA
JOB NO. 09-614

DESIGNED: N/A
DRAWN: JB/DJS
CHECKED: JHW
SURVEYED ON: 11/24/09
FINAL ISSUED ON: 11/18/09

A.P.N. 057-0221-015
BENCHMARK NO. 18-208 ELEV. 80.87

FOUND TAGGED AND 3/4" METAL DISK STAMPED "LS 7148" AT THE LOCATION OF THE CENTERLINE OF WOODBERRY WAY, 0.26' LOWER THAN CONCRETE BOX CULVERT, ON WEST SIDE OF CULVERT AND APPROXIMATELY 65' NORTH OF DOLCETTO DR.

P03-40

GRAPHIC SCALE

( IN FEET )
1 inch = 10 ft.

THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED

NOTE:
EXISTING UTILITIES BASED ON VISIBLE SURFACE STRUCTURES AND UNDERGROUND LOCATING

ALTA/ACSM LAND TITLE SURVEY
OF
2708 WOODBERRY WAY
(APN: 057-0221-015
FOR
CITY OF RANCHO CORDOVA
RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

2 OF 2

WARREN LAND SURVEYING, INC.

GEORGE D. WARREN
No. 6384
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

HORIZONTAL SCALE 1"=10'
VERTICAL SCALE NA
JOB NO. 09-104

| NO. | REVISION | DATE |
|---|---|---|

DESIGNED: KA
DRAWN: JD/KJS
CHECKED: GW
SURVEYED ON: 11/4/09
FINAL ISSUED ON: 11/16/09

A.P.N. 057-0221-015
BENCHMARK NO. 18-208 ELEV. 89.87'

CONC. TACKED AND ¾" METAL DISC STAMPED "LS 6384 B 208" SET FLUSH IN CONCRETE CURB AT THE SOUTHWEST CORNER OF CONCRETE BOX CULVERT ON WEST SIDE OF COLOMA RD. APPROXIMATELY 55' NORTH OF DOLLETTO DR.

0 20 30 80
PCR-60

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Cyrus Abhar, Public Works Director

**SUBJECT:** **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH INTERWEST CONSULTING IN THE AMOUNT OF $105,000**

## RECOMMENDATION

Adopt Resolution No. 7-2010.

## RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract amendment with Interwest Consulting Group (**Exhibit A1**) to continue providing internal GIS Service to the Public Works Department. The amendment will increase the contract from $175,000 to 280,000 and extend the term of service to expire on January 31, 2011.

## BACKGROUND

In December 2007, the City entered into a one-year contract with Interwest Consulting Group in the amount of $75,000 to provide GIS Services to the Public Works Department. The contract was amended in February 2009 to increase the contract amount to $175,000 and extend the term. The services provided included a variety of mapping, analysis, data creation, implementation, and integration requests. The requests come from all working units within the Public Works Department. A summary of the work performed under the first contract amendment is contained in **Attachment 1** titled GIS Accomplishments.

In evaluating work performed under the existing contract and forecasting the potential work effort that will need to be done over the next year, it is necessary to increase the current limit from $175,000 to $280,000 and extend the expiration date to January 31, 2011.

## ATTACHMENTS

1. GIS Accomplishments.
2. Resolution No. 7-2010 including (**Exhibit A1**) Contract No. 4-2010.

**AGENDA ITEM 8.4**

**ATTACHMENT 1**

## Rancho Cordova Public Works – GIS Accomplishments

## March 2009 – January 2010

| Accomplishment Description |
|---|
| Completed work on the following GIS layers:<br>• Existing and Proposed Bikeways (Bike Trails, Bike lanes, and Bike Routes)<br>• Existing and Proposed Grade Separations (i.e. trail crossings at major roads)<br>• Landscaping Maintenance Areas<br>• Medians<br>• Sidewalks<br>• 2009-2014 CIP Projects<br>• Paving Projects Tracking<br>• Rancho Cordovan Route |
| Completed GIS mapping, analysis, and presentation work required for the Rancho Cordova Bicycle and Pedestrian Master Plans (drafts), including support for public meetings and planning workshops. |
| Supported planning efforts to implement the routing of the Rancho Cordovan with GIS mapping and analysis. |
| Continued to assisted public works engineers and project managers with project related mapping and analysis, including support for contract RFPs related to revised Sidewalk Maintenance, Landscaping Maintenance and Street Sweeping Contracts. |
| Completed update of Public Works Street Maintenance (ArcReader) project, to showcase Public Works related GIS layers, including a new layer to track paving project work in order to enforce a moratorium on newly paved City streets. Including help documenting procedures that would train City Staff on the basic tasks related to using ArcReader (search addresses, find parcels, find features, etc.). |
| Continued to support Public Works project-related funding request efforts at the local, state, and federal levels with GIS maps and analysis as needed. |
| Researched and tested new software extension for Engineering software (ArcGIS for AutoCAD) in order to simplify workflows , increase efficiency and access to spatial related information such as aerial photography. |
| Completed Initial loading of public works layers to SDE database to allow for future web mapping of public works layers. |

**ATTACHMENT 2**

**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. 7-2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH INTERWEST CONSULTING GROUP**

**WHEREAS**, on December 10, 2007, the City of Rancho Cordova executed Contract No. 194-2007 with Interwest Consulting Group in the amount of $75,000, and on February 27, 2009 a first amendment Contract No. 194-2007-1 extending the total amount to $175,000 for the purpose of providing continuing GIS Services to the Public Works Department; and

**WHEREAS**, the City has evaluated the projected scope of work and cost estimates for continuing GIS services which will exceed the existing contract maximum; and

**WHEREAS**, the City of Rancho Cordova wishes to extend the contract amount to $280,000 and extend the term of services to January 11, 2011; and

**WHEREAS**, those services will exceed the maximum amount the City Manager has authorization to approve; and

**WHEREAS**, there are sufficient funds budgeted to cover the costs of the contract.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** authorizes the City Manager to execute a contract amendment (Contract No. 4-2010) with Interwest Consulting Group **(Exhibit A1),** in a form approved by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the ____day of _____, 2010 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Ken Cooley, Mayor

**ATTEST:**

_____
Mindy Cuppy, City Clerk

# SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND INTERWEST CONSULTING GROUP

This Second Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Interwest Consulting Group ("Consultant") as of February 16, 2010. City and Consultant are hereinafter collectively referred to as the "Parties."

## RECITALS

**WHEREAS**, the Parties entered into a Consultant Services Agreement ("CSA") dated December 10, 2007, and a first amendment dated February 27, 2009, for the purpose of providing GIS Services; and

**WHEREAS**, this Amendment will continue services provided by GIS for an additional year. Services over the next year will include updating and maintaining various asset layers that have been created, or that are under creation; graphic and mapping support for various programs; assistance with projects and master plans, as well as new specific tasks as assigned over time; and

**WHEREAS**, the Parties agree that changes to the term and services provided for in the CSA are necessary in order for the City to continue receiving services by Consultant.

**NOW, THEREFORE**, the Parties hereto agree as follows:

## AGREEMENT

1. The Parties agree to modify the end date of the CSA from December 10, 2010, to January 31, 2011. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

   > "The term of this Agreement shall begin on the date first noted above and shall end on January 31, 2011, and Consultant shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed One Hundred Seventy-Five Thousand Dollars ($175,000). The Parties agree to amend the CSA to increase that amount in order to cover additional work. The first sentence of Section 2 of the CSA is amended to read as follows:

   > "City hereby agrees to pay Consultant a sum not to exceed Two Hundred Eighty Thousand Dollars ($280,000), notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall replace and supersede the CSA's **Exhibit A**.

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the CSA's **Exhibit B**.

5. All other terms and conditions in the CSA shall remain in full force and effect to the extend they are not in conflict with this Amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year first above written.

**CITY OF RANCHO CORDOVA**

_____
**Ted A. Gaebler**, City Manager

Date:_____

Attest:

_____
**Mindy Cuppy**, City Clerk

Date:_____

Approved as to Form:

_____
**Adam Lindgren**, City Attorney

Date:_____

**INTERWEST CONSULTING GROUP**

_____
**Mike Kashiwagi**, Interwest Manager

Date:_____

# EXHIBIT A
SCOPE OF WORK

**INTERWEST CONSULTING GROUP**

**RANCHO CORDOVA PUBLIC WORKS**

**SCOPE OF WORK** **FEBRUARY 2010 – JANUARY 2011**

| ID | GIS TASK DESCRIPTIONS | PERCENTAGE OF TIME |
|---|---|---|
| 1 | Provide general GIS services coming from working units within Public Works. Work includes creating new data layers, maintaining existing data layers, making maps, analysis, reports, and other work assigned. | 25 |
| 2 | Build of ArcGIS Server web mapping products focused on Public Works requirements. | 10 |
| 3 | Asset map layers creation and maintenance. **Street lights, signs, markings, pavement segments, landscape**, ... | 10 |
| 4 | Hansen asset data integration with GIS map layers | 10 |
| 5 | Work on acquisition and update of **easement** map layer | 10 |
| 6 | Build GIS indexing and search methodology for Public Works image document retrieval. Documents include Subdivision Plan, Improvement Plans, Intersection Diagrams, etc... | 5 |
| 7 | Mentor and train key Public Works staff in the use of desktop GIS software for data creation / maintenance. | 5 |
| 8 | Update the CIP and Paving Projects GIS databases. Integrate with other software to streamline the process for collecting information in the future. | 5 |
| 9 | Work with Public Works staff to implement a "Digital Submission" requirement that results in image documents of Improvement Plans and final Subdivision Plans. | 5 |
| 10 | Provide support in creation of production level maps of adopted Pedestrian Bike Master Plan | 5 |
| 11 | Analyze needs and requirements of field Map Book for maintenance staff. Create Map Book if need is sufficient. | 5 |
| 12 | Provide technical assistance on Hansen work/data flows as it relates to Asset Management. | 5 |

## DELIVERABLES

The tangible deliverables that will be completed during the time frame of this contract will come in the form of a variety of maps stemming from requests, newly created GIS datasets, GIS desktop software for all staff, and established processes for maintaining and integrating data. Intangible deliverables will include mentoring, training, and marketing of GIS technology to Public Works staff.

Listed below are the most important tangible deliverables that will be provided:

- Accurate GIS datasets depicting active development projects, signs, markings, striping, signals, CIP projects, pedestrian paths, bikeways, easements.
- A variety maps and analysis that meet the needs of the individual requestors.
- GIS integration with information contained in Hansen. The results of the integration should allow for timely map/spatial views information such as work orders, permitting activity, and assets.

## COST ESTIMATES AND SCHEDULE

Interwest will provide GIS and consulting services on both a scheduled and on-call flexible basis.

- The *Interwest GIS Analyst* working with Public Works will be on-site for a scheduled minimum of *24 hours a week*.
- The *Interwest Operations Manager* will be available on an on-call basis to provide technical assistance related to Hansen Asset Management work/data flows.

| RESOURCE | LOCATION | RESOURCE HOURS | HOURLY RATE | RESOURCE COSTS |
|---|---|---|---|---|
| GIS Analyst | Public Works | 1248 | $75.00 | $93,600 |
| Operations Manager * | Public Works | 100 | $105.00 | $10,500 |
| **TOTALS** | | | | $104,100 |

The time frame used for the above cost estimates begins February 1, 2010 through January 31, 2011.

On specific tasks that will require a larger portion of time, cost estimates will be provided and approved by the respective Rancho Cordova Public Works Managers, before work begins. These tasks will be tracked separately in the invoicing process. Non-specific and short duration tasks will fall into broader time tracking/invoicing categories.

* The Operations Manager resource is expected to provide support specifically on task number **12** in the Scope of Work.

# EXHIBIT B
COMPENSATION SCHEDULE

# INTERWEST CONSULTING GROUP
GEOGRAPHIC INFORMATION SYSTEMS (GIS)

## HOURLY BILLING RATES - 2010

| | |
|---|---|
| GIS Manager | $110 |
| Operations Manager | $105 |
| Sr. GIS Analyst | $105 |
| GIS Analyst | $75 |
| GIS Technician | $65 |

Mark Dumford – GIS Manager
Steve Gay – GIS Manager
John Scott – Operations Manager
Ronnie Richards – Sr. GIS Analyst
Marie Adsetts – GIS Analyst
Jason Latoski – GIS Analyst
Brad Findlay – GIS Analyst
James Panis – GIS Technician
Daniel Amundson – GIS Technician

January 23, 2009

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Donna Silva, Finance Director

**SUBJECT:** **2010 INVESTMENT POLICY**

## RECOMMENDATION

Adopt Resolution No. 8-2010.

## RESULT OF RECOMMENDED ACTION

Adoption of this resolution will guide the City's investment of excess funds through December 31, 2010.

## BACKGROUND

State law requires all local agencies to develop an annual investment policy that must be considered by the City Council at a public meeting. A good investment policy drives the cash, treasury and investment management functions of a City. It serves as a guide for setting and achieving program objectives, defines rules and establishes benchmarks, and reduces the exposure to liability of both the City staff and the City Council.

The attached proposed Investment Policy (**Exhibit A**) contains no substantive or material changes from the prior year Investment Policy.

## ATTACHMENT

Resolution No. 8-2010 including (**Exhibit A**) Investment Policy

**AGENDA ITEM 8.5**

**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. 8-2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING THE 2010 INVESTMENT POLICY**

**WHEREAS**, California Government Code Section requires that a City adopt an annual investment policy at public meeting; and

**WHEREAS**, The 2010 Investment Policy is in compliance with current guidelines for the investment of public funds; and

**WHEREAS,** A good investment policy drives the cash, treasury and investment management functions of a City and serves as a guide for setting and achieving program objectives, defines rules and establishes benchmarks, and reduces the exposure to liability of both the City staff and the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** that the City Council hereby approves the 2010 Investment Policy (**Exhibit A**).

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the ___ day of _____, 2010 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Ken Cooley, Mayor

**ATTEST:**

_____
Mindy Cuppy, City Clerk

**EXHIBIT A**

# CITY OF RANCHO CORDOVA
# CALIFORNIA
# 2010 STATEMENT OF INVESTMENT POLICY

# CITY OF RANCHO CORDOVA, CALIFORNIA
# 2009 STATEMENT OF INVESTMENT POLICY

## POLICY

It is the policy of the City of Rancho Cordova, CA (the "City") to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

## SCOPE

This investment policy applies to all financial assets of the City. These funds are accounted for in the City Comprehensive Annual Financial Report and may include:

General Fund

Special Revenue Funds

Debt Service Funds

Capital Project Funds

Enterprise Funds

Internal Service Funds

Permanent and Private Purpose Trust Funds

This Policy shall also apply to all funds of the City of Rancho Cordova including those funds which may be created during the period ending December 31, 2010 as well as any other fund under the control of the City Treasurer.

## PRUDENCE

Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

## OBJECTIVE

The primary objective in priority order, of the City's investment activities shall be:

- **Safety**: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk summarized as follows:

    - **Credit Risk**: This is a risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities.
- Pre-qualifying the financial institution, broker/dealers, intermediaries and advisors with which an entity will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

- **Interest rate risk:** This is a risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
  - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market before maturity.
  - Investing operating funds primarily in shorter-term securities.

➢ **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

➢ **Return on Investments (Yield):** The City's investments shall be designed with the objective of attaining a market rate of return throughout the budget and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a reasonable return relative to the risk being assumed. Securities shall not be sold before maturity with the following exceptions:

- A declining credit security could be sold early to minimize loss of principal
- A security swap would improve the quality, yield or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.
- A capital gain would be realized that better positions the overall portfolio in achieving investment policy goals.

## DELEGATION OF AUTHORITY

The City Treasurer is appointed by the City Manager. The City Treasurer is currently the Finance Director. Pursuant to the Government Code, the City Council delegates the authority to invest or to reinvest funds, or to sell or exchange securities so purchased, to the City Treasurer for a one-year period. The City Treasurer is charged with the responsibility for carrying out the policies of the City Council and shall assume full responsibility for investment transactions until the delegation of authority is revoked or expires.

The daily cash management, investment transactions and account reconciliation's are the primary responsibilities of the City Treasurer. These activities are also carried out by other members of the Finance Department under the direction of the City Treasurer. The City Treasurer shall establish procedures for the operation consistent with this investment policy.

The City Treasurer and authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the Conflict of Interest Code, (California Government Code Section 1090 et seq.) and the California Political Reform Act (California Government Code Section 81000 et seq.).

## PERMITTED INVESTMENTS

California Government Code Sections 53601, 53635 and 16429.1 govern the investments permitted for purchase by the City. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the investments listed below.

Percentage limitations, where indicated, apply at the time of the purchase. Rating requirements, where indicated, apply at the time of purchase. In the event a security held by the City is subject to a rating change that brings it below the minimum specified rating requirement, the City Treasurer shall notify the City Council of the change. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rate drop, prognosis for recovery or further rate drops, and the market price of the security. Investment maturities shall be based on review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations.

No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement, that at the time of the investment has a term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment no les than three months prior to the investment.

## ELIGIBLE INVESTMENTS

A. **State of California Local Agency Investment Fund ("LAIF").** The City may invest in LAIF. A maximum of $40 million may be invested in this category.

B. **California Asset Management Trust.** The City may invest in the shares in the California Asset Management Trust, so long as the portfolio is rated among the top two rating categories by one of the nationally recognized rating agencies. A maximum of $40 million may be invested in this category, net of bond proceeds.

C. **Certificates of Deposit.** FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California. Eligible investments are restricted to those issuing institutions that have been in business at least five years. The maximum term for deposits shall be one year. Investments in certificates of deposit are further limited to 20% of surplus funds. All time deposits must be collateralized in accordance with California Government Code section 53561. The City, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.

D. **Negotiable Certificates of Deposit**. Negotiable certificates of deposit issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state-;licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated "AA" or better by Moody's or Standard & Poor's. Investments in negotiable certificates of deposit are limited to 30% of the portfolio

.

E. **Banker's Acceptances.** Banker's acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating services. Investments in banker's acceptances are further limited to 40% of the portfolio with no more than 30% of surplus invested in the banker's acceptances of any one commercial bank.

F. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

G. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

H. **Repurchase Agreements.** Repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The City may enter into repurchase agreements with primary government securities dealers rated "A" or better by two nationally recognized rating services. Counterparties should have (i) a short-term credit rating of at least "A-1/P-1"; (ii) minimum assets and capital of $25 billion in assets and $350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants. A maximum of 20% of the portfolio may be invested in this category.

The following collateral restrictions will be observed:

Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102 percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The City or its Trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreements. The City shall have properly executed a Professional Services Agreement with each counter party with which it enters into repurchase agreements.

I. **Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided by a nationally recognized statistical-rating organization (NRSRO). The entity that, issues commercial paper shall meet all of the following conditions in one of the following

a. The entity meets the following criteria:

i. Is organized and operating within the United States as a general corporation.

ii. Have total assets in excess of $500 million.

iii. Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO)

(or)

b. The entity meets the following criteria:

i. Is organized within the United States as a special purpose corporation, trust, or limited liability company.

ii. Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

Investments in commercial paper are limited to a maximum of 25% of the portfolio. Purchases shall not exceed 10 percent of the outstanding paper of the issuing corporation. The maximum investment maturity is restricted to 270 days.

J. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940 (15 U.S.C., Sec. 80a-1, et seq.).

The City may invest in shares of beneficial interest issued by a company shall have met either of the following criteria:

a. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services.

(or)

b. Retained an investment advisor registered or exempt from registration with the SEC with not less than five years experience in managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Funds are limited to 20% of the portfolio.

K. **Local Agency Bonds**. Bonds, including Certificates of Participation, notes or evidences of indebtedness issued by any state, municipality or local agency, whether payable from any fund of such entity or from special revenues pledged for such payment.

### ELIGIBLE INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond five years if prudent in the opinion of the City Treasurer.

### INELIGIBLE INVESTMENTS

As provided in California Government Code section 53601.6, the City shall not invest any funds in inverse floaters, range notes, mortgage derived interest-only strips or in any security that could result in zero interest accrual if held to maturity.

The purchase of any security not listed above, but permitted by the California Government Code is prohibited unless the City Council approves the investment either specifically or as a part of an investment program approved by the Council.

### BROKERS

In selecting securities brokers, the City Treasurer shall conduct credit and capitalization analysis to determine that firms are adequately financed to conduct public business.

### LOCAL INVESTMENT POOL POLICIES AND REPORTS

To the extent there are investments in the State or CAMP investment pools, the City Treasurer shall review and maintain current copies of the adopted investment policies of the State and CAMP. The policies shall be reviewed for concurrence with the investment policy of the City.

### SAFEKEEPING AND CUSTODY

All security transactions entered into by the City of Rancho Cordova, CA shall be conducted on a delivery-versus payment basis. A third party custodian designated by the City Treasurer and evidenced by safekeeping receipts will hold securities.

The only exceptions to the foregoing are Local Agency Investment Pools, Certificates of Deposit, and Money Market funds since the purchased securities are not deliverable. In all cases, purchased securities shall be held in the City's name.

## Internal Control

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

## PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City will measure the portfolio's performance against a market benchmark that is commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

## REPORTING

The City Treasurer shall provide a quarterly investment report to the City Council, which provides a clear picture of the status of the current investment portfolio, including transactions. This report will be formally submitted to the City Council each quarter at a public meeting.

Schedules in the quarterly Treasurer's Report will include the following:

- A list of individual securities held at the end of the reporting period by authorized investment category
- Average life and final maturity of all investments
- Market value and historical cost
- Percentage of the portfolio by investment category

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance. The quarterly report shall also include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

## POLICY REVIEW

The investment policy shall be adopted by resolution of the City Council on, at minimum, an annual basis. The investment policy shall be reviewed at least annually to ensure its consistency with the overall objections of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to the City Council for approval.

**CITY OF RANCHO CORDOVA**
**2009 STATEMENT OF INVESTMENT POLICY**

**GLOSSARY OF TYPES OF INVESTMENTS**
**AVAILABLE TO LOCAL GOVERNMENTS**

## STATE INVESTMENT POOL (LAIF)

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1953 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The Chairman is the State Treasurer or his designated representative. Two members qualified by training and experience in the field of investment or finance, and the State Treasurer appoints two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by investment staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the STO website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. The Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and $468 million in 1977 to more than 2,718 participants and $24.8 billion in 2009.

There is a limitation of $40 million per legal entity within an agency. There is also a maximum of fifteen transactions, deposits or withdrawals per month.

## CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP)

CAMP provides California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. For bond proceeds, the objective of CAMP is to invest and account of such proceeds in compliance with arbitrage management and rebate requirements of the Internal Revenue Service. The program includes the California Asset Management Trust, a California common law trust organized in 1989. The Trust currently offers a professionally managed money market investment portfolio, the Cash Reserve Portfolio, to provide public agencies with a convenient method of pooling funds for temporary investment pending their expenditure. The Trust also provides record keeping, custodial and arbitrage rebate calculation services for bond proceeds. As part of the program, public agencies may also establish individual, professionally managed investment accounts.

The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.

## CERTIFICATES OF DEPOSITS (CD)

Certificates of Deposits, sometimes known as "Jumbo Accounts" or "Fixed CD's" are savings accounts with Banks or Savings and Loans. These accounts are for a specific amount, have a set interest rate, and set maturity date. There is a substantial interest penalty if the CD is withdrawn prior to the maturity date.

The State law requires Public Fund CD's to be collateralized by the financial institution at 110% with US Government notes/bonds or at 150% with quality First Trust Deeds. This collateral can be waived if Federal Insurance (FDIC for banks or FSLIC for savings and loans) is available. These federal agencies will insure each account up to $100,000.

The City generally waives the collateralization requirements for the FDIC or FSLIC insurance. The waiver of collateral is a wide spread practice and will generally generate higher interest rates and provide the greatest security for the funds from the Federal Insurance Agencies. For deposits in excess of $100,000, the collateralization requirements are not waived.

## NEGOTIABLE CERTIFICATE OF DEPOSIT (NCD)

This investment is similar to the Fixed CD's above. However, the NCD can be sold through a broker on a "secondary market" prior to the maturity date. Normally, NCD's are issued in $500,000 and $1,000,000 amounts. The State Code limits NCD's to not more than 30% of the local agency's portfolio and to a five-year maximum term. The security is the credit worthiness of the issuer. These deposits are uninsured and uncollateralized promissory notes.

## BANKER'S ACCEPTANCES (BA)

A Banker's Acceptance is a time draft of invested funds, which has been drawn on and accepted for repayment by a bank. This financial instrument is generally used for short term (30 and 180 days) financing of export, import, or storage of goods. By accepting the draft (investment of City funds), the bank is liable for the payment at maturity. This bank liability makes the Banker's Acceptance a marketable investment. The State Code limits BA's to not more than 180 days to maturity and 40% of the local agency's portfolio. In addition, not more than 30% of the local agency's portfolio may be placed in any one bank.

## US TREASURY BILLS

Commonly referred to as T-Bills, these are short-term marketable securities sold as obligations of the US Government. They are offered in three month, six month, nine month and one-year maturities. T-Bills do not accrue interest but are sold at a discount, and pay the face value at maturity.

## US TREASURY NOTES

These are marketable, interest-bearing securities sold as obligations of the US Government with original maturities of one to ten years. Interest is paid semi-annually.

## US TREASURY BONDS

These are the same as US Treasury Notes except they have original maturities of ten years or longer.

## FEDERAL AGENCY ISSUES

Many Federal Government Agencies are authorized to issue short term and long term obligations that are used to finance various programs such as home loans, business loans, farm loans, etc. These Agencies were created by the Federal Government in the 1930's and have since become independent quasi-public agencies. The security for their issues is the guarantee of the Agency to pay. The Federal Government has only an implied liability to the extent that the Agency has an open credit line to borrow from the U.S. Treasury. It is widely accepted that Federal Agency issues are as secure as U.S. Government notes.

There is an active secondary market available to sell these issues prior to maturity. The issues are fairly liquid depending on the prevailing market interest rates at the time of sale.

Some of the more common agency notes are issued by the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (Freddie Mac), and the Federal Farm Credit Banks.

## REPURCHASE AGREEMENTS AND REVERSE REPURCHASE AGREEMENTS (REPOS)

A Repurchase Agreement is a short-term investment agreement to loan City funds for a fixed period in return for a fixed interest rate and secured collateral, such as U.S. Treasuries or Agency Notes. This type of investment is usually done for overnight or very short term (7 days) investment of funds left in the general operating checking account. Reverse Repurchase agreements is a short-term investment, which is used to take advantage of market interest rate changes and increase the size of the portfolio. State law was amended in 1996 to limit the use of both repurchase and reverse repurchase agreements. The City Council must approve each reverse repurchase agreement.

## COMMERCIAL PAPER (CP)

Commercial Paper is unsecured promissory notes of industrial corporations, utilities and bank holding companies. The notes are in bearer form in amounts starting at $100,000. State law limits the City to investments in United States corporations having assets in excess of five hundred million dollars with an "A" or higher rating. Cities may not invest more than 25% of the portfolio in commercial paper and the CP's may not exceed a term of 270 days.

## MUTUAL FUNDS

An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments, cities may invest in Mutual Funds or Money Market funds that receive the highest ranking or the highest letter and numerical rating by two of the three largest nationally recognized rating services. The Mutual Funds must abide by the same investment restrictions and regulations that apply to public agencies in California. Money Market Funds must follow regulations specified the Security and Exchange Commission under the Investment Company Act of 1940. The City must verify that the Mutual Fund is in compliance with state laws for public agencies prior to purchasing shares.

## GUARANTEED INVESTMENT CONTRACT (GIC)

This is an agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal and guaranteeing a rate of interest to be paid. The investment follows all state laws for the investment of public funds.

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Ted Gaebler, City Manager

**SUBJECT:** **A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS, NAVE, RIBACK, SILVER & WILSON**

## RECOMMENDATION

Adopt Resolution No. 10-2010.

## RESULT OF RECOMMENDED ACTION

On February 1, 2010, the City Council conducted their annual review of the City Attorney's Office. It was concluded that the City Attorney's performance during the review period was very positive. The rates paid by the City for legal services have not been adjusted since 2007. This Amendment (**Exhibit A**) will result in a rate adjustment, which is less than the recent changes in the most widely applied measure of inflation, the consumer price increase. The City Council authorizes the Mayor to sign on their behalf.

## BACKGROUND

Meyers, Nave, Riback Silver & Wilson ("Meyers Nave") serves the City as the contract City Attorney and General Counsel for the Community Redevelopment Agency. The attached memorandum (**Attachment 1**) from Meyers Nave provides additional information regarding this item.

## ATTACHMENTS

1. Memorandum from Adam U. Lindgren.
2. Resolution No. 10-2010 including (**Exhibit A**) Contract No. 16-2010 Third Amendment for Legal Services (proposed).

**AGENDA ITEM 8.6**

meyers | nave riback silver & wilson

professional law corporation

**ATTACHMENT 1**

**Adam U. Lindgren**
**Attorney at Law**
**916.556.1531**

# MEMORANDUM

**DATE:** February 9, 2010

**TO:** Mayor and Members of the City Council
Ted Gaebler, City Manager
City of Rancho Cordova

**FROM:** Adam U. Lindgren

**RE:** **Third Amendment to City Attorney Contract**

On February 1, 2010, the City Council conducted their annual review of the City Attorney's Office. It was concluded that the City Attorney's performance during the review period was very positive. Following the review, and pursuant to my request, the City Manager has worked with Meyers Nave to draft an amendment to the Agreement for Legal Services between the City and Meyers Nave.

The rates paid by the City for legal services have not been adjusted since 2007. The last adjustment was effective July 1, 2007 and adjusted to reflect the percentage change in the Urban Wage Earners and Clerical Workers for San Francisco Consumer Price Index (CPI) between February 2006 and February 2007, with the change in each category rounded up or down to the nearest $5 per hour.

The current proposed rate adjustment reflects the same methodology, with two additional discounts to the City. The rates are proposed to be adjusted by the above CPI by 4.616% for the period of February 2007 (CPI: 208.803) through 2008 annual (CPI: 218.441). This adjustment would result in the following new rates, which are proposed to become effective March 1, 2010:

**General City Attorney Services:**

All Attorneys: $200 per hour (previous rate: $190)

Paralegal Services: $100 per hour (previous rate: $95)

**Special Counsel Services (Special Counsel Services include redevelopment, labor and employment and telecommunications):**

All Attorneys: $230 per hour (previous rate: $220)

Paralegal Services: $105 per hour (previous rate: $100)

**Litigation:**

Senior Principal: $280 per hour (previous rate: $270)

Junior Principal: $255 (previous rate: $245)

Senior Associate: $225 (previous rate: $215)

Junior Associate: $200 (previous rate: $190)

Paralegal Services: $115 (previous rate: $110)

**Cost Recovery (all legal work chargeable to third party applicants of the City):**

Senior Principal: $300 per hour (previous rate: $285)

Junior Principal: $270 per hour (previous rate: $260)

Senior Associate: $240 per hour (previous rate: $230)

Junior Associate: $215 per hour (previous rate: $205)

Paralegal Services: $135 per hour (previous rate: $130)

The new proposed rates reflect two discounts: First, while absorbing substantial budget cuts in the last two years, the City Attorney's Office voluntarily delayed requesting any inflation adjustment. This has saved the City over $50,000 over the last two years. Second, the City Attorney's office will voluntarily and permanently skip all together, any rate increase based upon the 2009 annual CPI. This will result in a permanent additional discount to the City of an additional $3,000 to $5,000 each year.

In summary, the amendment would result in a rate adjustment, which is less than the recent changes in the most widely applied measure of inflation, the consumer price increase.

On behalf of myself, Steve Meyers, Jose Sanchez, and the other attorneys at Meyers Nave who are privileged to serve the residents and City Council of the City of Rancho Cordova, I request that the Council approve the amendment as proposed.

**ATTACHMENT 2**

**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. 10-2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS, NAVE, RIBACK, SILVER & WILSON ADDING A CONSUMER PRICE INDEX ADJUSTMENT**

**WHEREAS,** Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") was hired by the City to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 ("Agreement"); and

**WHEREAS,** City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006 to update the compensation provided to Meyers Nave under the Agreement; and

**WHEREAS,** City and Meyers Nave amended the Agreement for Legal Services for the second time on November 6, 2006 naming Adam Lindgren as City Attorney, appointing Deputy City Attorneys and updating the compensation; and

**WHEREAS,** City and Meyers Nave desire to once again amend the Agreement as set forth in this Third Amendment to Agreement for Legal Services ("Third Amendment"); and

**WHEREAS,** the City Council has agreed that the Mayor shall execute on behalf of the Council all legal documents. This agreement is executed and entered into by the Council in their capacities as such and not as individuals.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** that the City Council authorizes the Mayor to execute the Third Amendment to the Agreement for Legal Services between the City and Meyers Nave, attached hereto as **Attachment A**.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the ____ day of _____, 2010 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Ken Cooley, Mayor

**ATTEST:**

_____
Mindy Cuppy, City Clerk

**EXHIBIT A**

## THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Third Amendment to the Agreement for Legal Services ("Agreement") is made and entered into as of February 16, 2010, by and between the CITY OF RANCHO CORDOVA, a Municipal Corporation in the State of California, acting by and through its City Council, hereinafter referred to as "CITY," and MEYERS, NAVE, RIBACK, SILVER & WILSON, a professional corporation, hereinafter referred to as "MEYERS NAVE."

## RECITALS

1. MEYERS NAVE was hired by the CITY to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 ("Agreement").

2. CITY AND MEYERS NAVE amended the Agreement for Legal Services on July 1, 2006, and again on November 6, 2006, to update the Agreement.

3. CITY and MEYERS NAVE desire to amend the appointments and compensation provided under the Agreement by amending the Agreement as set forth in this Third Amendment to Agreement for Legal Services ("Third Amendment").

4. The City Council has agreed that the Mayor shall execute on behalf of the Council all legal documents. This Third Amendment is executed and entered into by the Council in their capacities as such and not as individuals.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** as follows:

1. Appointments.

The last sentence of Paragraph 1 of the Agreement is hereby amended to delete the reference to Joseph J. Chapman and read as follows:

CITY hereby appoints and retains Jose M. Sanchez as Deputy City Attorney.

2. Compensation.

Paragraph 4 of the Agreement is hereby amended to provide as follows:

CITY shall compensate MEYERS NAVE on an hourly basis in accordance with the terms and conditions of this Agreement in the following amounts:

a. For general City Attorney services at a rate of $200 per hour. Paralegal services at a rate of $100 per hour.

b. For all special counsel services at a rate of $230 per hour for attorneys and $105 per hour for paralegals. Special counsel services include redevelopment, labor and employment and telecommunications.

c. For litigation, $280 per hour for Senior Principal, $255 for Junior Principal, $225 for Senior Associate, $200 for Junior Associate and $115 for paralegal.

d. For cost recovery and all legal work chargeable to third party applicants of the City, $300 per hour for Senior Principal, $270 for Junior Principal, $240 for Senior Associate, $215 for Junior Associate and $135 for paralegal.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as duplication, facsimile charges, postage, delivery charges, telephone charges shall not be separately billed but, shall be billed as a surcharge of 3% of each invoice. Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. There shall be no charge for travel to regular City Council or regular City Staff meetings. Any travel costs charged shall be billed at one-half the applicable hourly rate.

MEYERS NAVE shall establish separate accounts and billing numbers for specific subject matters, municipal departments, distinct services and litigation in order to permit accurate accounting of legal costs associated with such separate matters. Billing narratives shall adequately describe the nature of the work performed, the billing attorney and the amount of time expended.

CITY shall establish by appropriate fee schedule, permit and processing fees adequate to reimburse City for legal costs incurred but reimbursable by third parties seeking entitlements, permits or licenses.

3. Entire Agreement; Full Understanding; Modifications in Writing.

This Agreement contains the entire agreement about MEYERS NAVE representation. Any modifications or additions to this Agreement must be made in writing.

4. Effective Date.

This Amendment shall be effective as of March 1, 2010.

***[SIGNATURES ON FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year set forth below.

CITY OF RANCHO CORDOVA

Dated: _____

_____
Ken Cooley, Mayor

ATTEST:

_____
Mindy Cuppy, City Clerk

MEYERS, NAVE, RIBACK, SILVER & WILSON

Dated: _____

_____
Adam U. Lindgren
Principal

# Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

**MEMORANDUM**

**DATE:** February 16, 2010

**TO:** Community Redevelopment Agency of the City of Rancho Cordova

**FROM:** Micah Runner, Economic Development Manager

**SUBJECT:** **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT WITH LOS RIOS COMMUNITY COLLEGE DISTRICT AND MAKING DETERMINATIONS PURSUANT TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

---

## RECOMMENDATION

Adopt Resolution No. CRA 3-2010.

## RESULT OF RECOMMENDED ACTION

Adoption of this resolution (**Attachment 1**) will allow the Agency Executive Director to execute the Development and Disposition Agreement with Los Rios Community College District (**Exhibit A1**) to sell real property, located on the Northeast corner of Folsom Boulevard and La Loma Drive, in order for Los Rios to construct a new 80,000 square foot Community College Center (the "Project").

## BACKGROUND

The Los Rios Community College District ("Los Rios") has worked to identify and secure the appropriate site for the Folsom Lake College - Rancho Cordova Center since adopting the Centers concept in 2000. After evaluating many different locations and sites, Los Rios identified a property at La Loma Drive and Folsom Boulevard, across from the Mather Field light rail station as the preferred site. In December 2007 the Los Rios Board approved the Project and purchase of the property. During its review, issues were identified which Los Rios was unwilling to ignore, resulting in an expiration of the offer to purchase.

The Community Redevelopment Agency of the City of Rancho Cordova ("Agency") has similar interests in developing the area surrounding the light rail station and attracting higher education facilities to serve the area. As a result, the Agency developed a conceptual plan for this critical development site north of Folsom Boulevard between La Loma Drive and Paseo Drive – the Mills Station Crossing Conceptual Master Plan (**Attachment 2).** This site is approximately 12 acres in size and includes nine parcels owned by three different owners: the Lily Company, Marylene F. and William J.

Dauenhauer, and Gennady Shapiro Revocable Trust **(Attachment 3).** The Conceptual Plan demonstrates one potential scenario for the consolidated development of the property. It helps provide the basis for future City planning and redevelopment efforts related to this area.

The Conceptual Plan also expands on the City's past efforts with Los Rios to find a suitable location for a new Rancho Cordova Center. Only a portion of the area within the Conceptual Plan area is proposed for the Rancho Cordova Center. Because Los Rios and the owner were unable reach an agreement, in June of 2008 the Agency Executive Director was given the authority to begin the acquisition and negotiation process with the Lily Company. Unfortunately the Agency was unable to negotiate the purchase of the property and in April of 2009 the Agency Board approved a Resolution of Necessity to acquire the property through eminent domain. The eminent domain process is currently still proceeding through the necessary legal steps.

The Conceptual Plan envisions development of the following uses on the site:

- A Los Rios Community College campus at this location, consisting of three phases that would each consist of 25,000 square foot facilities
- A City-owned parking structure to accommodate a minimum of 400 vehicles
- A retail component
- A 100-unit senior housing facility and other housing

The Conceptual Plan is consistent with many of the policies and goals set forth in the Redevelopment Plan, including (but is not limited to) affordable housing, parking, and a community college center facility. The Conceptual Plan also advances efforts to upgrade and improve the Folsom Boulevard corridor.

In preparation of acquiring the property, the Agency needs to enter into a Disposition and Development Agreement (DDA) for the selling of a portion of the property for the Los Rios Community College Center.

## CEQA REVIEW

The DDA involves the acquisition and purchase of property relating to the development by Los Rios of the Project. The environmental impacts of the Project have been analyzed in the following approved and certified California Environmental Quality Act (CEQA) environmental documents: (1) The Redevelopment Plan Final Environmental Impact Report (EIR) certified by the Agency on June 19, 2006 by Resolution No. 109-2006, which also adopted findings on environmental impacts, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; (2) The City General Plan Final EIR certified by the City on June 26, 2006 by Resolution No. 29-2006 which also adopted findings on environmental impacts, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; and (3) a Mitigated Negative Declaration for the Folsom Boulevard Specific Plan (SP MND) approved by the City Council on July 7, 2008 which addressed any project-specific related impacts of the implementation of the Specific Plan which were not previously examined in the General Plan EIR. All of these documents are included as part of the record for this Project.

The Project is consistent with the Redevelopment Plan, General Plan and Folsom Boulevard Specific Plan. The density, intensity and kind of use of the proposed development are consistent with the development analyzed in all of these Plans. Pursuant to the CEQA provisions for Program EIRs (CEQA Guidelines Section 15168), the Project is an activity within the scope of the project covered by the General Plan and Redevelopment Plan Program EIRs and no new environmental documentation is required. The Project implements the development described and contemplated for the Folsom Boulevard Planning Area in the City General Plan. Any environmental impacts of the Project are described and analyzed in these Program EIRs. The Project would not have any environmental effects not examined in these Program EIRs, no new significant environmental effects would occur, and no new mitigation measures are required. There are no significant site-specific environmental impacts not analyzed in these Program EIRs. In addition, any site-specific environmental impacts of the Project also were analyzed in the SP MND. The SP MND analyzed whether the environmental impacts of implementing the Folsom Boulevard Specific Plan were previously analyzed in the General Plan EIR and included revisions to the project or regulations/mitigation measures to reduce any potential new or greater environmental impacts from the Specific Plan. The development of a Community College was included within the Specific Plan. No subsequent environmental review to the SP MND is required for the Project because none of the standards under CEQA Guidelines section 15162 are met. The Project will not present any new or substantially more severe significant environmental impacts than those analyzed in the SP MND due to project changes, substantial changed circumstances, or new information of substantial importance. There is no substantial new information of feasible mitigation measures or alternatives considerably different from those previously analyzed which would substantially reduce significant effects of the Project which the Agency or Los Rios has declined to adopt. The Project will be subject to all applicable mitigation measures in the General Plan EIR, Redevelopment Plan EIR and SP MND.

The Project is also exempt from environmental review under CEQA Guidelines Section 15332 for infill development projects. The Project is consistent with the applicable General Plan designation and policies, and applicable Specific Plan and zoning designations and regulations. The Project site for the Community College is within City of Rancho Cordova limits, is less than 5 acres, and substantially surrounded by urban uses. The Project site has no value as habitat for endangered, rare or threatened species because the site is disturbed, has been previously developed, and is surrounded by urban uses. The Project site can be adequately served by all required utilities and public services. Approval of the Project would not result in any significant effects relating to traffic, noise, air quality or water quality. Project-specific impacts would be less than significant based on the analysis in the SP MND and other information in the record. The Project will not generate significant traffic trips due to its size, type of use, and proximity to the light rail station. The Project components do not include significant sources of noise and there are no proximate noise sensitive uses. The air quality impacts are less than significant because the Project size is less than the Sacramento Metropolitan Air Quality Management District screening criteria used to determine significant impacts for 2 year colleges which is 170,000 square feet. The Project will not have significant impacts on water quality due to compliance with legal requirements as described in the SP MND.

## DDA TERMS

Over the last few months, Los Rios and the Agency have been working towards finalizing the terms of the Development and Disposition Agreement. The highlights of the agreement include:

- The Agency will acquire approximately 9.5 acres fronting Folsom Boulevard across from the Mather light rail station
- The Agency will sell approximately three acres fronting Folsom Boulevard to Los Rios after the acquisition (at cost)
- If the site is acquired through the eminent domain process, Los Rios will advance the Agency the appropriate funding for the three acres upon the City's obtaining a right of possession.
- The Purchase Price will include costs and expenses incurred as result of acquisition of the property, including: Los Rios's Pro Rata Share of Agency's legal fees, appraisal fees, title reports, any required environmental assessments and escrow fees
- Los Rios will build an educational center in no more than three phases totaling approximately 80,000 square feet (at build out) commencing with phase one, within three years of acquisition
- Los Rios will be responsible for providing 130 parking stalls on its three acres, and Agency will be responsible for up to 300 stalls in close proximity, as the Center is developed
- The Agency and Los Rios will work cooperatively in the master plan of the total site and design of the project

On January 20, 2010 the Los Rios Board approved the Disposition and Development Agreement with the Agency. Los Rios has begun the building and site design process, and anticipates beginning construction of phase one in July of 2011. The Los Rios Project and surrounding development will be a valuable catalyst project for the Boulevard and the City, helping to stimulate more investment in the project area.

## ATTACHMENTS

1. Resolution No. CRA 3-2010 including (**Exhibit A1**) Disposition and Development Agreement between the City of Rancho Cordova Redevelopment Agency and Los Rios Community College District.
2. Mills Station Crossing Conceptual Plan.
3. Ownership Map.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA**

**RESOLUTION NO. CRA 3 - 2010**

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATIONS; APPROVING AND AUTHORIZING THE EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH THE LOS RIOS COMMUNITY COLLEGE DISTRICT; AUTHORIZING THE SALE OF REAL PROPERTY TO THE LOS RIOS COMMUNITY COLLEGE DISTRICT; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE SUCH AGREEMENT AND OTHER AGREEMENTS AND/OR DOCUMENTS RELATED TO THE PROJECT; AND APPROVING OTHER RELATED ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Community Redevelopment Agency of the City of Rancho Cordova (the "**Agency**") is charged with implementing the Redevelopment Plan (the "**Redevelopment Plan**") as adopted for the Rancho Cordova Redevelopment Project (the "**Project Area**") within the City of Rancho Cordova (the "**City**"); and

**WHEREAS**, the Agency seeks to acquire three parcels of land consisting of an approximately 1.63-acre parcel assigned Assessor's Parcel Number 076-00020-19, an approximately 7.12-acre parcel assigned Assessor's Parcel Number 076-0020-021, and an approximately 0.48-acre parcel assigned Assessor's Parcel Number 076-0020-020, pursuant to that certain action entitled *Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al., and Related Cross Actions*, Sacramento Superior Court Case No. 34-2009-00043404 (the "**Overall Property**"), within the Project Area; and

**WHEREAS**, the Los Rios Community College District (the "**District**") seeks to acquire an approximately three (3) acre portion of the Overall Property (the "**Purchase Property**") for development of a College Center in accordance with the Redevelopment Plan; and

**WHEREAS**, the proposed Disposition and Development Agreement (the "**DDA**") between the Agency and the District (**Exhibit A1**) provides that the District shall pay its pro rata share of the cost of acquiring the Purchase Property from the current owner, including its pro rata share of legal fees, court costs, and all other costs incurred in connection with Agency's acquisition of the Purchase Property and its conveyance to District, directly into escrow; and

**WHEREAS**, the proposed DDA involves the acquisition and purchase of property relating to the development by Los Rios of a Community College campus (the "**Project**"). The environmental impacts of the Project have been analyzed in the following approved and certified CEQA environmental documents: (1) The Redevelopment Plan Final Environmental Impact Report ("Redevelopment Plan EIR") certified by the Agency on June 19, 2006 by Resolution No. 109-2006, which also adopted findings on environmental impacts, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; (2) The City General Plan Final Environmental Impact Report ("General Plan EIR") certified by the City on June 26, 2006 by Resolution No. 29-2006 which adopted findings on environmental impacts, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; and (3) a Mitigated Negative Declaration for the Folsom Boulevard Specific Plan ("SP MND") approved by the City Council on July 7, 2008 which addressed any project-specific related impacts of the implementation of the Specific Plan which were not previously examined in the General Plan EIR. All of these documents are included as part of the record for this Project; and

**WHEREAS**, the Agency determinations under the California Environmental Quality Act ("CEQA") in this resolution are based on the information in the Redevelopment Plan EIR, General Plan EIR, and SP MND, the staff reports to the Agency, the Redevelopment Plan, General Plan, Folsom Boulevard Specific Plan, DDA and other information contained in the record regarding the DDA and Project which is incorporated herein by reference (collectively, "Record"). The evidence to support the Agency's CEQA determinations is contained in the Record and is incorporated herein by reference; and

**WHEREAS**, the Agency has considered the information in the Redevelopment Plan EIR, General Plan EIR, SP MND and other information in the Record relating to the environmental impacts of the Project prior to approving the Project; and

**WHEREAS**, in order to carry out and implement the Redevelopment Plan, the Agency desires to enter into the DDA with the District pursuant to which the Agency will sell the Purchase Property to the District for the purpose of developing and constructing the Project; and

**WHEREAS**, the District has submitted to the Agency a copy of the DDA (**Exhibit A1**), substantially in the form on file with the Agency Secretary; and

**WHEREAS**, in view of all of the restrictions, limitations and requirements under the DDA, the purchase price to be received by or for the benefit of the Agency for the conveyance of the Purchase Property pursuant to the DDA shall be not less than price required to be paid to the current owner and all associated costs pursuant to the DDA; and

**WHEREAS**, the Agency is authorized to convey land under Sections 33430 and 33431 of the Health and Safety Code after a noticed public hearing; and

**WHEREAS**, a public hearing of the Agency on the proposed DDA was duly noticed in accordance with the requirements of Health and Safety Code Sections 33431 and was conducted; and

**WHEREAS**, the Agency has duly considered all of the terms and conditions of the proposed DDA and believes that the redevelopment of the Purchase Property pursuant to the DDA is in the best interests of the City of Rancho Cordova, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Agency finds and determines that the recitals are true and correct.

**Section 2**. Pursuant to CEQA Guidelines Section 15168, the Agency determines that Project is an activity within the scope of the project covered by the General Plan and Redevelopment Plan Program EIRs, the Agency relies on those EIRs as CEQA compliance for the Project and no additional environmental documentation is required. The Project implements the development described and contemplated for the Folsom Boulevard Planning Area in the City General Plan. The Project would not have any significant environmental effects (including site-specific impacts) not examined in these Program EIRs, no new significant environmental effects would occur, and no new mitigation measures are required. The Project shall be subject to all applicable mitigation measures in the General Plan EIR and Redevelopment Plan EIR. Pursuant to CEQA Guidelines section 15162, the Agency determines that the environmental impacts of the Project also were analyzed in the SP MND and no subsequent environmental

review is required for the Project because none of the standards under Section 15162(a) and (b) are met. The Agency also relies on the SP MND as CEQA compliance of the Project. The Project will be subject to all applicable mitigation measures in the SP MND. The Agency also determines that the Project is exempt from environmental review under CEQA Guidelines Section 15332 for infill development projects. The Project is consistent with the applicable General Plan designation and policies, and applicable Specific Plan and zoning designations and regulations. The Project site for the Community College is within City of Rancho Cordova limits, is less than 5 acres, and is substantially surrounded by urban uses. The Project site has no value as habitat for endangered, rare or threatened species. The Project site can be adequately served by all required utilities and public services. Approval of the Project would not result in any significant effects relating to traffic, noise, air quality or water quality.

**Section 3.** The DDA substantially in the form on file with the Agency Secretary is hereby approved. The Executive Director of the Agency, or his designee, is hereby authorized and directed to execute and deliver and the Agency Secretary is hereby authorized and directed to attest the Agreement, with such additions thereto or changes or insertions that hereafter become necessary in the interest of the Agency which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses of development permitted on the Purchase Property and which are approved by the Executive Director, in consultation with the Agency's General Counsel, such approval to be conclusively evidenced by such execution and delivery.

**Section 4.** The Executive Director of the Agency, or his designee, is hereby authorized and directed to execute and deliver, and the Agency Secretary is hereby authorized and directed to attest, agreements by and between the Agency and the District related to the DDA, including without limitation, a grant deed (**Exhibit G**), a memorandum of disposition and development agreement (**Exhibit F**), certificate of completion, and an option agreement (**Exhibit C**), with such additions thereto or changes or insertions that hereafter become necessary in the interest of the Agency which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses of development permitted on the Purchase Property and which are approved by the Executive Director, in consultation with the Agency's General Counsel, such approval to be conclusively evidenced by such execution and delivery.

**Section 5.** The members, employees, officers, and agents of the Agency and other appropriate officers and agents are hereby authorized and directed, jointly and severally for and in the name of and on behalf of the Agency, to execute and deliver any and all agreements, documents and certificates that may be required to be executed in connection with the DDA, the Purchase Property and the Project, and to do any and all things and take any and all actions which may be necessary or advisable, in consultation with the General Counsel to the Agency, to effectuate the actions which the Agency has approved in this resolution. All actions heretofore taken by the officers and agents of the Agency with respect to the sale of the Purchase Property, and the other transactions authorized and contemplated herein are hereby approved, confirmed and ratified.

**PASSED AND ADOPTED** by the Board Members of the Community Redevelopment Agency of the City of Rancho Cordova this _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Ken Cooley, Agency Director

ATTEST:

_____,
Mindy Cuppy, Agency Secretary

**EXHIBIT A1**

# DISPOSITION AND DEVELOPMENT AGREEMENT

by and between the

## CITY OF RANCHO CORDOVA COMMUNITY REDEVELOPMENT AGENCY

and

## LOS RIOS COMMUNITY COLLEGE DISTRICT

**Dated:_____, 2010**

## Exhibits

A Overall Property (legal description)

B Preliminary Site Plan

C Form of Option Agreement

D Schedule of Performance

E Scope of Development

F Form of Memorandum of Disposition & Development Agreement

G Form of Grant Deed

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into effective as of _____, 2010 ("**Effective Date"**) by and between the City of Rancho Cordova Community Redevelopment Agency, a public body, corporate and politic ("**Agency"**), and Los Rios Community College District, a political subdivision of the State of California ("**District**"). Agency and District are hereinafter referred to individually as "**Party**" and collectively as the "**Parties**."

## RECITALS

A. Pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) ("**CRL**"), the Agency has responsibility to implement the redevelopment plan adopted by the City Council of the City of Rancho Cordova, California (the "**City**") on _____ by Ordinance No. _____ (as subsequently amended, the "**Redevelopment Plan**") for the Rancho Cordova Redevelopment Project Area ("**Project Area**") as more particularly described in the Redevelopment Plan.

B. The Agency seeks development of a portion of that certain real property located in the City, the County of Sacramento ("**County**"), State of California ("**State**"), consisting of three (3) parcels: an approximately 1.63-acre parcel of land assigned Assessor's Parcel Number 076-0020-19, an approximately 7.12-acre parcel of land assigned Assessor's Parcel Number 076-0020-021, and an approximately 0.48-acre parcel of land assigned Assessor's Parcel Number 076-0020-020, all of which are more particularly described in **Exhibit A** attached hereto, and the related improvements and appurtenances (collectively, the "**Overall Property**"). The Overall Property is located on Folsom Boulevard across from a light rail station ("**Light Rail Station**"), is located within the Project Area, and is currently owned by the Lily Company ("**Current Owner**").

C. In _____, the Rancho Cordova City Council (**"City Council**") certified an Environmental Impact Report ("**EIR**") for the Redevelopment Plan [as amended] , [ as a Program EIR pursuant to Section 15168 of the California Environmental Quality Act (**"CEQA"**) Guidelines.

D. District has long range plans to develop a college center ("**College Center**") with up to 80,000 gross square feet of building area over a twenty (20) year period after completion of Phase One, the first of three Phases as hereinafter defined ("**Phase**" or "**Phases**"), of the College Center construction (the "**Project**"). District desires to use an approximately three (3) acre portion of the Overall Property for the College Center because of its strategic location, including the Overall Property's proximity to the Light Rail Station, thus reducing the otherwise required parking for the College Center to four hundred (400) parking spaces.

E. Pursuant to the CRL, Agency intends to acquire some or all of the Overall Property ("**Agency Acquisition Property**") to support the Redevelopment Plan and Agency's Implementation Plan. In particular, Agency desires to support the development and growth of the College Center as a complement to the development of the Agency Acquisition Property and surrounding area. Agency intends to develop the remainder of the Agency Acquisition Property ("**Remainder Property**") with senior housing, other residential uses, retail and office uses ("**Agency Project**").

F. Agency and District desire to cooperate as more fully set forth in this Agreement to achieve their joint objectives, which include: (i) Agency's acquisition of the Agency Acquisition Property and conveyance of an approximately three (3) acre portion to District in the location and configuration shown on **Exhibit B** hereto ("**Purchase Property**"); (ii) development of the Agency Acquisition Property with the Project and the Agency Project; (iii) development of a joint parking structure on or in the vicinity of the Agency Acquisition Property to serve the College Center and other users; and (iv) coordination of District and Agency development efforts for the greatest public benefit, efficient use of resources including land acquisition, and development of public facilities and parking.

G. The City Council, as applicable, and the Agency have each approved the disposition of land as set forth in this Agreement, have followed all requisite procedures, and have adopted all requisite findings in connection with he foregoing, including without limitation the requirements of Sections 33431 and 33433 of the CRL.

H. The purpose of this Agreement is to effectuate the Redevelopment Plan by providing for the disposition and development of the Purchase Property as more particularly set forth herein. The Agency has determined that the development of the Purchase Property pursuant to this Agreement is consistent with the Rancho Cordova General Plan, the Folsom Boulevard Specific Plan and the Redevelopment Plan and Implementation Plan for the Project Area, will be of benefit to the Project Area, and will further the goals of the Redevelopment Plan by alleviating blight and increasing employment opportunities and economic development in the Project Area.

**NOW THEREFORE**, the Parties hereby agree as follows.

## ARTICLE I

## REPRESENTATIONS; CONDITIONS PRECEDENT

1.1. District's Representations. District represents and warrants to Agency as follows, and District covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.1 not to be true, District shall immediately give written notice of such fact or condition to Agency. District acknowledges that Agency shall rely upon District's representations made herein, notwithstanding any investigation made by or on behalf of Agency.

1.1.1 Authority. District is a community college district and a political subdivision of the State. District has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by District has been duly authorized by all requisite actions on the part of District. The persons executing this Agreement on behalf of District have been duly authorized to do so.

1.1.2 No Conflict. District's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which District is a party or by which it is bound.

1.1.3 No Litigation or Other Proceeding. Other than as stated in this Agreement and except for the action entitled *Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al., And Related Cross Actions, Sacramento County Superior Court Case No. 34-2009-00043404*, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of District to perform its obligations under this Agreement.

1.1.4 No District Bankruptcy. District is not the subject of a bankruptcy proceeding.

1.2 Conditions Precedent. As a condition precedent to Agency's obligation to consider acquisition of the Purchase Property, District must satisfy the requirements set forth in this Article I within the times set forth in the Schedule of Performance attached hereto as **Exhibit D** unless such time is extended by the Agency at the discretion of its Executive Director. In addition, if Agency acquires the Purchase Property, whether through consensual agreement with the Current Owner ("**Contractual Acquisition**") or through the eminent domain process ("**Condemnation Acquisition**"), Agency's conveyance of such Purchase Property to District shall be conditioned upon District's satisfaction of the conditions set forth in Article III.

1.2.1 Financing. District represents and warrants that as of the Effective Date, District has sufficient funds, in the form of District general obligation bond proceeds or otherwise, and shall continue to allocate sufficient funds for financing the acquisition, construction, and permanent financing of the Project, including without limitation hard and soft construction costs and costs to acquire the Purchase Property. District acknowledges that such representation and warranty is a material inducement for Agency to enter into this Agreement, and Agency would be unwilling to enter into this Agreement without such representation and warranty.

1.2.2 Scope of Development and Preliminary Site Plan. Prior to the Agency's consideration of this Agreement, the District submitted to the Agency a proposed Scope of Development and a Preliminary Site Plan showing the proposed improvements for the Project for the Project. The Scope of Development is attached hereto as **Exhibit E**. The Preliminary Site Plan is attached hereto as **Exhibit B** and shows the general location of the Project. As these exhibits are refined, revised versions will be substituted for current **Exhibits B** and **E**.

1.2.3 Design Review. Within the time period specified in the Schedule of Performance**,** District shall include Agency in the planning and design of the Project, including site design and architectural plans for improvements on the Purchase Property, and shall provide Agency with draft plans, including elevations and schematic drawings (collectively, **"Design Development Documents**") for review and comment. District shall give Agency an opportunity to participate in planning meetings regarding the Project, and shall cooperate with Agency staff in periodic informational presentations of Design Development Documents to the Agency Board and/or the City Planning Commission. The Design Development Documents shall be consistent with the Preliminary Site Plan, the Redevelopment Plan, the Rancho Cordova General Plan, the Folsom Boulevard Specific Plan and the City Municipal Code.

1.2.4 Land Use Approvals. District represents that as a political subdivision of the State of California, it is not required to apply for or obtain discretionary land use approvals from City.

1.2.5 Execution and Delivery of Documents. District shall execute and deliver to Agency this Agreement, a Memorandum of this Agreement, and the Option Agreement, each in recordable form.

1.2.6 Insurance. District shall provide evidence reasonably satisfactory to Agency that District has received binding commitments for the provision of all insurance coverage required pursuant to Section 5.11.

## ARTICLE II

## ACQUISITION AND ASSEMBLY OF THE SITE

2.1 Acquisition of Property. Agency may acquire the Agency Acquisition Property through Contractual Acquisition or Condemnation Acquisition. The Parties agree to enter into any amendment of this Agreement that they deem desirable in order to more precisely address the method used by Agency to acquire the Agency Acquisition Property. In the event that the Agency does not acquire the Purchase Property by Contractual Acquisition or Condemnation Acquisition, neither Agency nor District shall be in default under this Agreement, but each shall have the right to terminate this Agreement.

The Purchase Property shall have approximately ___ lineal feet of frontage on Folsom Boulevard and driveway access from Folsom Boulevard and La Loma Drive. The Purchase Property shall include all privileges, rights, easements appurtenant to the Agency Acquisition Property, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the Purchase Property; all development rights, air rights, water, water rights, and water stock relating to the Purchase Property; all right, title, and interest of Current Owner or Agency in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements, and other easements and other rights-of-way included in, adjacent to or used in connection with the beneficial use and enjoyment of the Purchase Property (collectively, "**Appurtenances**").

2.2 Condemnation Acquisition. If Agency elects to exercise its power of eminent domain, Agency shall, subject to *force majeure*, diligently exercise reasonable efforts to prosecute any such eminent domain action(s) to completion and obtain title to the Purchase Property. Agency shall exercise reasonable efforts to (i) apply for and obtain a judicial order (the "**Order of Prejudgment Possession**") authorizing Agency to take prejudgment possession of the Purchase Property prior to final judgments and orders of condemnation, and (ii) relocate or cause to be relocated any occupants of the Purchase Property in accordance with Relocation Laws (as defined in Section 2.4).

Notwithstanding any other provision of this Agreement to the contrary, if prior to Agency's acquisition of title to the Purchase Property: (i) Agency provides to District a copy of an Order of Prejudgment Possession to the Purchase Property, (ii) Agency is diligently proceeding with any eminent domain actions seeking a final judgment and order as to Purchase Property that Agency has not acquired, (iii) Agency delivers possession of the Purchase Property to District, and (iv) the right of possession conveyed by Agency to District is sufficient to enable District to obtain a title policy for the Purchase Property; then, subject to satisfaction (or written waiver) of all of District's and Agency's Conditions to Closing (set forth in Article III); and subject to the terms and conditions of this Agreement, Agency shall convey and District shall accept title to the Purchase Property, District shall proceed with development of

the Purchase Property, and Agency shall diligently prosecute any outstanding eminent domain action to completion.

2.3 Title Policy; Indemnity. In connection with the conveyance of the Purchase Property prior to issuance of a final judgment in an eminent domain proceeding (a "**Prejudgment Conveyance**"), upon request of the Title Company (defined in Section 2.6.1), Agency shall execute an indemnification agreement in a form reasonably satisfactory to the Title Company and Agency pursuant to which Agency shall indemnify the Title Company for any loss, liability, damage and expense (including attorneys' fees) incurred by Title Company in the event of Agency's abandonment of the eminent domain proceedings. Concurrently with Agency's execution of such indemnity agreement, District shall execute and deliver to Agency an indemnity agreement reasonably satisfactory to Agency and District pursuant to which District shall indemnify Agency for any loss, liability, damage and expense (including attorneys' fees) incurred by Agency if such abandonment results from District's failure to make any deposit of funds required hereunder or other default by District hereunder. District shall pay any additional premium or other charge necessary to cause the Title Company to issue a title insurance policy in connection with a Prejudgment Conveyance. If the Title Company refuses to issue a title policy, the Prejudgment Conveyance shall not occur, and District's obligation to commence construction of the Project shall not commence until Agency has acquired title to the Purchase Property and title to such parcels can be vested in District.

2.4 Relocation. Agency and District shall cooperate in order to relocate or cause to be relocated any occupants of the Purchase Property in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively "**Relocation Laws")** relating to the displacement and relocation of eligible persons and business entities as defined in such Relocation Laws. District shall pay District's Pro Rata Share (defined below) of any costs incurred by Agency in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Purchase Property.

2.5 District's Pro Rata Share of Costs.

2.5.1 Generally. For purposes of this Agreement, "**District's Pro Rata Share**" shall mean the portion of an amount obtained by multiplying the amount by a fraction, the numerator of which is the number of square feet in the Purchase Property and the denominator of which is the number of square feet in the Agency Acquisition Property. The purchase price ("**Purchase Price**") for the Purchase Property shall be payable in accordance with this Article II and shall equal the sum of:

A. District's Pro Rata Share of the amount paid to the Current Owner by Agency for the Agency Acquisition Property; plus

B. District's Pro Rata Share of Agency's legal fees directly incurred in the acquisition of the Agency Acquisition Property ("**Acquisition Legal Fees**"), subject to District's approval thereof, which approval shall not be unreasonably withheld. Acquisition Legal Fees shall not include any portion of the Current Owner's legal fees paid by Agency but shall include District's Pro Rata Share of any amounts paid by Agency to the Current Owner for relocation expenses or loss of goodwill. Agency shall provide a full accounting of all Acquisition Legal Fees at least ten (10) Business Days before the Closing date for District's review and approval; plus

C. Except as specifically excluded in this Agreement, District's Pro Rata Share of Agency's other direct and indirect costs and expenses incurred in connection with the acquisition of the Purchase Property and its conveyance to District, including without limitation:

1. Appraisal fees, title reports and any required environmental assessments;

2. Preparation of documents for public hearings on resolutions of necessity, including without limitation, attorneys' fees and the cost of publishing notice;

3. Court costs and fees required to prosecute actions in eminent domain, if any, and to defend actions if any, filed in cross-complaint to any actions in eminent domain, or as separate actions by Current Owner, occupants or other interested parties, and any monies paid in settlement thereof or pursuant to a judgment in such proceedings, but only to the extent such actions are related to the acquisition of the Purchase Property; and

4. Escrow fees, recording fees, title insurance fees and all other costs incurred in connection with the acquisition of the Purchase Property by Agency and the conveyance of the Purchase Property to District.

2.5.2 Delay in Determination. The Parties acknowledge that with regard to a Condemnation Acquisition, the final purchase price for the Agency Acquisition Property may not be determined until a final judgment is issued following a trial.

2.6 Deposit.

2.6.1 Deposit Under Contractual Acquisition. On the later of five (5) Business Days after a written request from Agency or the date five (5) Business Days before Agency intends to deposit with Escrow Holder any deposit required by a Purchase Agreement with Current Owner as a deposit against the Purchase Price ("**Contractual Deposit**"), District shall deposit District's Pro Rata Share of the Contractual Deposit into an escrow account ("**Escrow**") to be opened with Fidelity National Title Company, Attn: Marja Nickel, 8950 Cal Center Drive, Building 3, Suite 100 Sacramento, CA 95826 ("**Escrow Holder**" or "**Title Company**"). District shall be credited with all interest accruing on District's Contractual Deposit.

2.6.2 Deposit Under Condemnation Acquisition. On the later of five (5) Business Days after a written request from Agency or the date five (5) Business Days before Agency intends to deposit with the State Treasury the probable compensation payable to Current Owner pursuant to the Agency's Condemnation Acquisition ("**Probable Compensation**") as a deposit against the Purchase Price, District shall deposit District's Pro Rata Share of the Probable Condemnation ("**Condemnation Deposit**") into Escrow. Concurrently with District's delivery of the Condemnation Deposit, District shall instruct Escrow Holder to remit the Condemnation deposit to the State Treasury in accordance with instructions from the Agency. District shall be credited with all interest accruing on District's Condemnation Deposit. Agency expressly reserves the right to suspend or abandon condemnation if District fails to make a required deposit of funds in accordance with this Agreement, which failure shall constitute District's default. In such event, District shall pay any and all damages, claims or sanctions resulting

from Agency's suspension of such proceedings, including without limitation attorneys' fees, litigation expenses and damages which may be awarded in favor of a condemnee.

2.6.3 General Requirements for Deposit. Either of the Contractual Deposit or the Condemnation Deposit may be referred to as the "**Deposit**." District may make the Deposit in cash, by check payable to Escrow Holder, or by electronic transfer of funds. On the Closing Date, the Deposit shall be credited against the Purchase Price and paid to Agency. If this Agreement terminates other than as a result of District's default, Agency or Escrow Holder shall refund Deposit to District.

2.6.4 Payment of Balance. District agrees to pay or cause to be paid, the balance of the Purchase Price to Agency through Escrow by depositing a check payable to Escrow Holder, or by electronic transfer of federal funds, delivered to Escrow Holder at least one (1) Business Day before the Closing Date.

2.7 Consultation. Agency shall keep District apprised of negotiations with the affected property owners and shall consult with District during the course of negotiations and any eminent domain proceedings, particularly with regard to any negotiated settlement of any eminent domain action. Agency agrees to consult with District prior to making any commitment for costs for which District will be responsible under this Article; however, District acknowledges that Agency shall have the final decision regarding any such matters. Without limiting the generality of the foregoing, District acknowledges that Agency has sole discretion to select an appraiser and eminent domain counsel that Agency deems to be experienced and qualified.

## ARTICLE III

## DISPOSITION OF THE PURCHASE PROPERTY

3.1 Conditions Precedent. If Agency has acquired title to the Purchase Property, Agency shall convey the Purchase Property to District in accordance with this Article following District's satisfaction of the conditions set forth in this Agreement and within the time limits specified in the Schedule of Performance unless such time is extended by the Agency at the discretion of its Executive Director.

3.2 Purchase and Sale of Purchase Property. If Agency has acquired title to the Purchase Property, provided that all conditions precedent have been satisfied, including without limitation District's payment of Agency's costs pursuant to Section 2.5, Agency shall convey to District the fee interest in the Purchase Property in accordance with and subject to the terms and conditions of this Agreement.

3.3 Approval of Title. District's obligation to purchase the Purchase Property is expressly conditioned on District's approval of the condition of title thereof on or before the date that is sixty (60) days after the Effective Date (hereafter, the "**Contingency Date**") in accordance with the following procedure:

3.3.1 Permitted Exceptions. District shall obtain a preliminary report (the "**Preliminary Report**") dated no earlier than thirty (30) days before the Effective Date covering the Agency Acquisition Property and issued by Title Company, together with a legible copy of all exceptions to title shown in the Preliminary Report, including each document, map, and

survey referred to in the Preliminary Report. The following exceptions shown on the Preliminary Report (the "**Permitted Exceptions**") are approved by District: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, (b) the standard preprinted exceptions and exclusions of the Title Company, (c) any other exception shown on the Preliminary Report, other than exceptions for monetary liens, which District does not object to by written notice to Agency within thirty (30) days after delivery of the Preliminary Report ("**District's Title Notice**"), or as otherwise provided in this Article. All exceptions on the Preliminary Report other than the Permitted Exceptions will be Title Objections ("**Title Objections**"). If District fails to deliver District's Title Notice within the time specified in this Section 3.3.1, District shall be deemed to have approved each title exception shown in the Preliminary Report that is not otherwise a Permitted Exception.

3.3.2 Title Objections. Agency shall have thirty (30) days after delivery of District's Title Notice, to give notice to District in writing ("**Agency's Title Notice**"), stating either (a) the manner in which Agency will remove or cure each Title Objection, or (b) that Agency will not remove or cure such Title Objection. If Agency fails to deliver Agency's Title Notice within the time specified in this Article, Agency shall be deemed to have elected not to cure all Title Objections. Despite the foregoing, Agency agrees to remove or cause Current Owner to remove all liens securing the payment of money that encumber the Purchase Property.

3.3.3 Agency Election Not to Cure. If Agency elects not to cure or remove a Title Objection (or is deemed to have so elected), then District shall have ten (10) days after delivery of the Agency's Title Notice to deliver a written notice to Agency ("**District's Election Notice**") of District's election either to (a) proceed with the purchase of the Purchase Property, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) terminate this Agreement. If District fails to deliver District's Election Notice within the time specified in this Article, District shall be deemed to have elected to terminate this Agreement.

3.3.4 Nonmonetary Cure. If Agency is obligated or elects to cure or remove a Title Objection, but the method specified for removing or curing the Title Objection is other than the payment of a specific sum of money, then District shall have ten (10) days after delivery of the Agency's Title Notice to deliver District's Election Notice specifying whether it elects to (a) proceed with the purchase of the Purchase Property, subject to Agency's removal of the Title Objection, or (b) terminate this Agreement. If District fails to deliver District's Election Notice within the time specified in this Article, District shall be deemed to have elected to terminate this Agreement.

3.3.5 Additional Encumbrances. If any encumbrance or other exception to title arises or is discovered after the delivery of the Preliminary Report ("**Additional Encumbrance**"), the party discovering such Additional Encumbrance shall promptly give written notice to the other. No later than ten (10) days after delivery of the notice of such Additional Encumbrance, District shall deliver a new District's Title Notice to Agency specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If District objects to the Additional Encumbrance, the Parties shall proceed in the same manner as set forth above for Title Objections arising from the Preliminary Report. If District fails to deliver District's Election Notice within the time specified, District shall be deemed to have elected to terminate this Agreement.

3.3.6 Agency's Failure to Remove Title Objection. If Agency is obligated or elects to cure or remove a Title Objection and either fails to do so within twenty (20) Business Days before the Closing Date, fails to show that it will be able to do so on Closing, or receives an extension of time from District or a waiver from District of such cure or removal, then Agency shall be in default under this Agreement.

3.4 Costs of Closing and Escrow. Agency shall pay all costs associated with removing any debt encumbering the Purchase Property, and shall pay the cost of the Title Policy for the Purchase Property. District shall pay the cost of recording the Deed thereto. All other Escrow costs shall be shared equally by Agency and District. The documentary transfer tax and any municipal transfer tax shall be paid in accordance with the custom and practice of the County; provided, however, that the Parties believe that no documentary transfer tax or municipal transfer tax will be owed with respect to this transaction.

3.5 Escrow Instructions; Deposit of Funds; Recordation of Documents.

3.5.1 Escrow Instructions. Agency and District shall provide Escrow Holder with a copy of this Agreement, which together with such supplemental instructions as either Party may provide, shall serve as escrow instructions for the conveyance of the Purchase Property.

3.5.2 Closing. "Closing" shall mean the exchange of money and documents as described in this Article, and shall be deemed to have occurred when District has delivered the Purchase Price in immediately available funds to Escrow Holder, Title Company is irrevocably and unconditionally committed to issue the Title Policy, Agency's Deed to District has been recorded, and Escrow Holder has and can deliver the remaining documents described in this Article.

3.5.3 Closing Date. Agency and District agree that Closing shall occur on the "Closing Date." The Closing Date shall be a date mutually agreeable to District and Agency that is no later than thirty (30) days after Agency acquires fee title ownership of the Agency Acquisition Property. If the Closing Date has not occurred within ____ days after the Effective Date, then either Party may elect to terminate this Agreement, the Deposit shall be returned to District, and neither Party shall have any obligation to the other except on account of any breach of this Agreement. The Closing shall be at the offices of Escrow Holder or such other place as the Parties may agree.

3.5.4 Escrow Deposits. District shall deposit into Escrow the balance of funds District is obligated to pay to Agency in connection with acquisition of the Purchase Property in accordance with Section 2.5. On the Closing Date, Escrow Holder shall cause to be recorded in the Official Records of Sacramento County any Orders of Prejudgment Possession, final orders of condemnation, grant deed conveying the Purchase Property (which shall be substantially in the form attached hereto as **Exhibit G**), a Memorandum of this Agreement ("**Memorandum**") substantially in the form attached hereto as **Exhibit F**, and the Option Agreement substantially in the form attached hereto as **Exhibit C**, subject only to such liens, encumbrances and interests as Agency shall approve in writing, and such subordination agreements as may be necessary pursuant to Section 8.1.1.

3.6 Conditions to Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions.

3.6.1 Agency's Conditions to Closing. Agency's obligation to sell the Purchase Property to District and to proceed with the Closing is expressly conditioned on the fulfillment, or express waiver, of each of the following conditions precedent at or before the Closing ("**Agency's Closing Conditions**"):

A. No Default. District shall not be in default under the terms of this Agreement, and all representations and warranties of District contained herein shall be true and correct in all material respects.

B. Execution of Documents. District shall have executed and acknowledged any documents required hereunder, in form and substance reasonably satisfactory to Agency, including without limitation the following, and shall have delivered such documents into Escrow:

1. A duly executed Certificate of Acceptance of Deed to the Purchase Property, if required by law;

2. Such proof of District's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of District to act for and bind District, as may reasonably be required by Agency or Escrow Holder;

3. The Memorandum, the Option Agreement and any other documents required hereunder; and

4. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Purchase Property in accordance with this Agreement.

C. Closing Funds. District shall have delivered the Purchase Price and all other funds required under this Agreement to Escrow Holder.

D. Acquisition of Purchase Property. Agency shall have acquired title to, or effective legal right of possession of the Purchase Property, or shall be ready to acquire the Purchase Property concurrently with the Closing in accordance with Article II hereof.

E. Satisfaction of Conditions Precedent. District shall have satisfied the conditions set forth in Article I.

F. Consents. All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement shall have been obtained and furnished by District to Agency.

3.6.2 District's Conditions to Closing. District's obligation to purchase the Purchase Property from Agency and to proceed with the Closing is expressly condition on the fulfillment, or express waiver, of each of the following conditions precedent at or before the Closing ("**District's Closing Conditions**"):

A. No Default. Agency shall not be in default under the terms of this Agreement, and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

B. Execution of Documents. Agency shall have executed and acknowledged the any documents required hereunder, in form and substance reasonably satisfactory to District, including without limitation the following, and shall have delivered such documents into Escrow:

1. The duly executed and acknowledged Deed conveying the Purchase Property to District subject only to the Permitted Exceptions;

2. The Certificate of Compliance in a form suitable for recording;

3. Certificates required by Section 1445 of the Internal Revenue Code of 1986, and the California Revenue and Taxation Code Section 18815, executed by Agency and in a form satisfactory to District to relieve District of any potential transferee's withholding liability under such statutes ("**Nonforeign Certificates**");

4. Such proof of Agency's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Agency to act for and bind Agency, as may reasonably be required by District or Escrow Holder; and

5. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Purchase Property in accordance with this Agreement.

C. Property Description. District acknowledges that Agency may convey the Purchase Property by a metes and bounds description without recording a parcel map, lot line adjustment or other Subdivision Map Act compliant document. Agency shall have prepared an accurate metes and bounds description of the Purchase Property satisfactory to District to be used in the Deed and shall issue a Certificate of Compliance certifying that the Purchase Property is a legal parcel, such Certificate to be recorded on the Closing Date.

D. Title Policy. On the Closing Date, Agency shall convey to District marketable fee simple title to the Purchase Property by execution and delivery of a grant deed substantially in the form attached hereto as Exhibit G ("**Deed**") and cause to be delivered to District from the Title Company an (ALTA 2006 Form) Owner's Extended Coverage Policy of Title Insurance with liability in the full amount of the Purchase Price, insuring title to the Purchase Property in District, subject only to the Permitted Exceptions, together with such endorsements as may be reasonably requested by District ("**Title Policy**"). Agency shall deliver to Title Company such instruments, documents, releases, and agreements and must perform such other acts as Title Company may reasonably require in order to issue Title Policy.

Indemnification of the Title Company to induce it to insure any otherwise unpermitted exception to title shall not be permitted except with District's prior written consent after full disclosure to District of the nature and substance of such exception and indemnity, which consent shall not be unreasonably withheld by District for exceptions not material to marketable title.

E. Environmental Evidence. Agency shall have delivered Environmental Evidence (defined in Section 4.3) satisfactory to District at least five (5) Business Days prior to the Closing Date.

F. Closing Funds. Agency must have delivered to Escrow the funds it is required to deliver at Closing.

G. No Material Changes. No event shall have occurred nor shall any condition have arisen after the Contingency Date that, as of the Closing Date, materially and adversely affects all or any part of the Purchase Property or its prospective operation, use or value.

H. Consents. All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement shall have been obtained and furnished by Agency to District.

3.7. Prorations. All receipts and disbursements of the Purchase Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted on the following basis:

3.7.1 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

3.7.2 Utility Charges. Charges for utilities, including water, sewer, electric, and gas, shall be prorated within thirty (30) days after the Closing Date based on the then most recent bills for such services. Agency shall pay for all utility services to the Purchase Property prior to Closing and District shall pay for all such services for the Closing Date and all periods thereafter.

3.8 Agency's Pre-Closing Covenants.

3.8.1 Agreements. On or after the Effective Date, unless approved in writing by District, Agency shall not enter into any lease or other agreement of any type materially affecting the Purchase Property that would survive the Closing Date.

3.8.2 Mechanics' Liens. Except for materials, supplies or work provided or ordered for the Purchase Property at the request or for the account of District, on or before Closing Agency shall (a) pay for all materials, supplies and work provided or ordered for the Purchase Property for which a labor, materialman's or mechanic's lien may be claimed under applicable law, and (b) if required by the Title Company, provide the Title Company with such indemnification or security as it may reasonably require to insure title to the Purchase Property at Closing, without exception for any unrecorded labor, materialman's, or mechanic's lien claim.

3.9 Closing Statements. Following Closing Escrow Holder shall deliver signed closing statements showing all receipts and disbursements to District and Agency and shall file with the Internal Revenue Service (with copies to District and Agency) the reporting statement required under Internal Revenue Code Section 6045(e).

3.10 Termination for Failure of a Condition. If District's Closing Conditions or Agency's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the Party in whose favor the Closing Condition runs by written notice to the other Party. If this Agreement is so terminated, the Parties shall have no further obligation or liability under this Agreement, except as provided in Article IX and this Section 3.10. Subject to District's obligations and covenants under Section 3.6.1 and subject to Article IX, on such termination Escrow Holder or Agency, as applicable, shall return the Deposit to District. Any cancellation fee or other costs of Escrow Holder and Title Company shall be borne equally by Agency and District and each Party shall pay its own expenses.

## ARTICLE IV

## CONDITION OF THE SITE; ENVIRONMENTAL MATTERS

4.1 Access to Property. As part of its Due Diligence (defined below), District may investigate economic and financial accounting matters relating to or affecting the Purchase Property or its value, and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Purchase Property. To the extent that Agency has the right to grant such access, District and District's consultants, agents, engineers, inspectors, contractors, and employees ("**District's Representatives**") shall be given reasonable access to the Agency Acquisition Property during regular business hours for the purpose of performing such Due Diligence. District shall undertake the Due Diligence at its sole cost and expense. District shall provide Agency with copies of all reports and test results promptly upon completion of such reports and testing. Except as otherwise agreed upon in writing by Agency, District shall repair, restore and improve the Property to its condition immediately preceding District's entry thereon, at District's sole cost and expense. District shall keep the Agency Acquisition Property free and clear of all liens and encumbrances affecting title to the Agency Acquisition Property. District shall indemnify, defend with counsel reasonably acceptable to Agency, and hold City and Agency, and their respective elected and appointed officials, officers, employees, agents and representatives (collectively, "**Indemnitees**") harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Agency's reasonable attorney fees, costs, and expenses (collectively, "**Claims**"), arising from the acts or activities of District or District's Representatives in, on, or about the Agency Acquisition Property during or arising

in connection with District's inspections of the Purchase Property. This indemnification obligation shall survive the expiration or termination of this Agreement.

4.2 Due Diligence. District's obligation to purchase the Purchase Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Purchase Property and all other matters concerning the Purchase Property, including without limitation economic and financial matters relating to or affecting the Purchase Property or its value, and the physical and environmental condition of the Purchase Property. District shall have until the Contingency Date to conduct such investigations as District may choose ("**Due Diligence**") to determine, in its sole discretion, whether this contingency is met. On or before the Contingency Date, District shall deliver written notice to Agency accepting the Purchase Property, or terminating this Agreement. If District fails to give such notice on or before the Contingency Date, District shall be deemed to have elected to terminate this Agreement.

4.3 Hazardous Materials Matters. Prior to the Closing Date, Agency will obtain and deliver to District, with respect to the Purchase Property, evidence satisfactory to District (the "**Environmental Evidence**") that no environmental conditions exist on the Purchase Property requiring remedial action because of any underground tank, or any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials ("**Hazardous Materials**"), which for purposes of this Agreement includes, but is not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §§1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws. The requirement for Environmental Evidence may be satisfied by, but shall not be limited to, delivery of a No Further Action Letter from an agency with jurisdiction (the "**No Further Action Letter**") based on an appropriate finding, considering the intended use of the Purchase Property.

4.4 Environmental Indemnification. District shall indemnify, defend and hold Indemnitees harmless from and against all Claims resulting from, arising out of, or based upon the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Purchase Property in violation, or alleged violation of any applicable state or federal laws or regulations, no matter when occurred. The foregoing indemnity obligation (i) shall not apply to any matters that arise out of the gross negligence or willful misconduct of Indemnitees, (ii) shall apply to the Purchase Property commencing upon conveyance thereof to District, (iii) shall survive the expiration or termination of this Agreement; and (iv) shall expire, as to the portion conveyed, on District's conveyance to a third party of any portion of the Purchase Property.

## ARTICLE V

## DEVELOPMENT OF THE PROJECT

5.1 Schedule of Performance. District shall commence and complete construction of the Project and satisfy all other obligations and conditions of District under this Agreement within the time periods set forth in the Schedule of Performance except as such time periods may be extended upon mutual written consent of the Parties.

5.2 Cost of Construction. All costs of designing, developing and constructing the Project and compliance with the Project approvals shall be borne solely by District and shall not be an obligation of the Agency except as expressly set forth herein.

5.3 Construction Plans. District shall develop detailed construction plans for the Project (the "**Construction Plans**") within the time period specified in the Schedule of Performance. As used herein, "Construction Plans" means all construction documentation upon which the District and the District's contractors shall rely in building the Project (including landscaping, parking, common and public areas) and shall include, but not necessarily be limited to, final architectural drawings, the site development plan, landscaping plans and specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the approved Scope of Development, the Preliminary Site Plan, and the Design Development Documents and shall not materially deviate therefrom.

5.4 Permits and Approvals. District shall timely apply for and make commercially reasonable efforts to obtain issuance of any necessary building permits for the Project.

5.5 Construction in Accordance with Plans and Approvals. District shall construct the Project in accordance with the Construction Plans and all other applicable permits and approvals, if any, granted by the City and/or the Agency pertaining to development of the Project.

5.6 Change in Construction Plans. If District desires to make any material change in the Construction Plans, District shall submit the proposed changes to the Agency for its review and comment. Any changes must be in conformity with the Folsom Boulevard Specific Plan.

5.7. Defects in Plans. Neither Agency nor City shall be responsible to District or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. District shall indemnify, defend and hold harmless the Indemnitees from and against any Claim for damage to property or injury to or death of any person arising out of or in any way relating to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans.

5.8 Equal Opportunity. District shall not discriminate on the basis of race, religion, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and District shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.9 Prevailing Wage Policy. District shall cause construction of the Project to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, State, County or municipal governments, now in force or that may be enacted hereafter, and all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Parties acknowledge that the Project may be subject to the payment of prevailing wages pursuant to California Labor Code Section 1720, *et seq.*, and the regulations adopted thereto ("**Prevailing Wage Laws**"). To the extent applicable to the Project, District and its subcontractors and agents shall comply with the Prevailing Wage Laws and shall be responsible for carrying out the requirements of such provisions.

5.10 [Reserved.]

5.11 Insurance Requirements. Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, District shall take out and maintain a commercial general liability policy in the amount of Five Million Dollars ($5,000,000) combined single limit, including contractual liability coverage. Such policy or policies shall be written on an occurrence basis. Until issuance of the Certificate of Completion for the Project, including each Phase thereof, District shall also obtain and maintain a comprehensive automobile liability policy in the amount of Two Million Dollars ($2,000,000), combined single limit, and builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis, and shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that District and any contractor with whom District has contracted for the performance of work on the Purchase Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or with a Joint Powers Authority. The Commercial General Liability and comprehensive automobile policies required hereunder shall name City and Agency and their respective officers, officials, agents, employees, and representatives as additional insureds. Prior to commencement of construction, District shall furnish Agency with certificates of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by District shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Agency or City, and the policy shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City and Agency. District shall furnish the required certificates and endorsements to Agency within the time provided in the Schedule of Performance, and shall provide Agency with copies of the required insurance policies upon request of Agency.

5.12 Certificate of Completion for Project. Promptly after completion of construction of Phase One the Project in accordance with this Agreement upon request of District, the Agency will provide an instrument so certifying ("**Certificate of Completion**") of Phase One. Such Certificate of Completion shall constitute conclusive determination of satisfactory completion of construction of Phase One of the Project. Such Certificate of Completion shall be in such form as will enable it to be recorded among the official records of Sacramento County. The Certification of Completion shall not constitute evidence of compliance with or satisfaction of

any obligation of District to any holder of a deed of trust securing money loaned to finance the Project or any part thereof, shall not be deemed a notice of completion under the California Civil Code, and shall not be deemed a determination that the obligations of District which continue beyond the completion of construction (including without limitation the obligations imposed pursuant to Article VI hereof) have been fulfilled. The same process will be followed after completion of each subsequent Phase of the Project.

5.13 Compliance with Laws. District shall carry out the construction of the Project in conformity with all applicable state, local and federal laws and regulations, including all applicable state and federal labor laws and standards, the applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, all other applicable provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

5.14 Rights of Access. Prior to the issuance of a Certificate of Completion, Agency representatives shall have the right of access to the Purchase Property during normal construction hours for purposes of assuring compliance with this Agreement, so long as Agency representatives comply with all safety rules and do not unreasonably interfere with the progress of construction of the Project. Agency shall give District reasonable advance notice prior to exercising its rights pursuant to this Section.

5.15 Indemnity. To the maximum extent permitted by law District shall defend (with counsel approved by Agency), indemnify and hold harmless the Indemnitees from and against any and all present and future Claims arising from or in connection with District's failure to comply with all applicable laws and regulations relating to the construction of the Project, including, without limitation, all applicable federal and state labor laws and standards, including but not limited to the Prevailing Wage Laws, or in any other manner relating to development of the Project, or District's activities or performance under this Agreement whether such activities or performance be by District of by anyone directly or indirectly employed or contracted with by District and whether such Claim shall accrue or be discovered before or after termination of this Agreement. District's indemnity obligations under this Section 5.15 shall not extend to Claims resulting solely from Indemnitees' gross negligence or willful misconduct. This indemnification obligation shall survive the expiration or termination of this Agreement.

## ARTICLE VI

## USE OF THE PROPERTY

6.1 California Environmental Quality Act ("**CEQA**"). Agency's sale and District's acquisition of the Purchase Property and development of the Project is categorically exempt from CEQA. The Project qualifies as a Class 32 exemption for infill development (CEQA Guidelines section 15332.) The Project is consistent with the Rancho Cordova General Plan, the Folsom Boulevard Specific Plan and the applicable zoning for the property. It is also consistent with the Rancho Cordova Redevelopment Plan. The Rancho Cordova General Plan, the Folsom Boulevard Specific Plan and the Rancho Cordova Redevelopment Plan were each analyzed in their respective environmental impact reports. The Project is an educational satellite facility comprised of office buildings and parking. The Project will be less than five (5) acres and is substantially surrounded by urban uses. The Purchase Property has no value as habitat

for endangered, rare or threatened species. The Project will not result in any significant effects related to traffic, noise, air quality or water quality. Any such impacts were already studied in the environmental impact reports cited above. The Project will be connected to municipal water and will not utilize water in excess of that used by office buildings, nor will the Project generate noise or air pollution. The Project will generate less traffic than office uses as students receive light rail passes as part of their fee payments and are encouraged to utilize light rail. The Purchase Property is served by all required utilities and public services. This Project was approved by District's Board of Trustees in December 2007. The Project was ratified and approved in its current form on February 18, 2009 when the District Board approved the terms of the MOU.

6.2 Delivery of Possession to District. In the event that Agency obtains an Order of Prejudgment Possession and conveys the Purchase Property to District pursuant to Section 2.2, ("**District Possession**"), within thirty (30) days thereof District shall install a prominent sign on the Purchase Property outlining the future development of the College Center and recognizing Agency's contribution to the College Center Project.

6.3 Uses. District covenants and agrees for itself and its successors and assigns that the Purchase Property shall be used for the purposes specified in the Redevelopment Plan, the Folsom Boulevard Specific Plan and this Agreement. Except as otherwise provided herein, the conditions set forth in this Agreement shall apply until a Certificate of Completion is issued for the Project; provided however, (i)) the covenants against discrimination specified in Section 6.7 of this Agreement shall be perpetual, and (ii) the covenants pertaining to use and maintenance of the Purchase Property and the Project shall be in effect for the duration of the Redevelopment Plan and the Folsom Boulevard Specific Plan.

6.4 Development of College Center.

6.4.1 Generally. District intends to develop a community college center on the Purchase Property in three (3) Phases, each to consist of approximately 25,000 gross square feet of building area. The College Center will contain up to 80,000 gross square feet of building area and will be constructed over a twenty (20) year period after the completion of the Phase One construction. The College Center will require up to four hundred (400) parking spaces at full build-out. Parking matters are addressed in Section 6.6 below.

6.4.2 Phase One. Phase One of the College Center will include approximately 25,000 gross square feet of building area. Phase One will require approximately one hundred thirty (130) parking spaces, to be constructed as surface lots on the Purchase Property. District intends to complete construction of Phase One within three (3) years after District Possession.

6.4.3 Phase Two. District intends to complete Phase Two of the College Center approximately seven (7) years after completion of Phase One.

6.4.4. Phase Three. District intends to complete Phase Three of the College Center approximately ten (10) years after completion of Phase Two.

6.5 Cooperation in Site Planning. District and Agency share an objective of creating mutual value for the Purchase Property and the Remainder Property through uses, shared facilities and enhanced public amenities. Pursuant thereto Agency shall provide District with copies of draft plans for the Agency Project and afford District an opportunity to review and provide comment and to participate in planning meetings regarding the Agency Project.

6.6 Parking.

6.6.1 Parking for Phases Two and Three of College Center. On or before the completion of each of Phase Two and Phase Three, Agency will provide the parking stalls needed for Phase Two and Phase Three (up to three hundred (300) parking stalls) of the College Center with such parking to be within 1,000 feet of the College Center campus. Agency may provide such parking as surface parking or by construction at Agency's cost of a parking structure (the "**Parking Structure**") meeting the requirements of this Section. If Agency constructs a Parking Structure, Agency may design the Parking Structure as a multiple or shared use facility, provided that District's students will have priority of use, pursuant to a use allocation system satisfactory to District.

6.6.2 Parking Fees. Agency may charge a fee for use of the surface parking or Parking Structure and Agency shall retain all revenue from such fees for maintenance and operating costs. Notwithstanding the foregoing, Agency shall only charge District's students parking fees consistent with District's parking fee policy. District shall not be obligated to fund any difference between the fees Agency charges nonstudent users and the fees Agency is permitted to charge District's students pursuant to this Section 6.6.2.

6.7 Maintenance and Other Agreements. Prior to District Possession, the Parties intend to agree on a form of common area maintenance agreement and such other agreements as the Parties deem desirable for coordinated operation of the College Center.

6.8 Non-Discrimination and Mandatory Language in All Subsequent Deeds, Leases and Contracts. District shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Purchase Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry, or national origin of any person. District covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition, that there shall be no discrimination against or segregation of any person or of a group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Purchase Property, or any portion thereof, nor shall District or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein transferred. The foregoing provisions shall run with the land, be binding upon any subcontracting parties, successors, assigns and other transferees under this Agreement and shall remain in effect in perpetuity.

All deeds, leases or contracts for the sale, lease, sublease, or other transfer of the Purchase Property, or any portion thereof made or entered into by District, its successors or assigns, shall contain therein the following language:

A. In Deeds:

"The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenants shall run with the land."

B. In Leases:

"The lessee herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or of a group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

C. In Contracts:

"The contractor herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this contract is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or of a group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, Section 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and on 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein transferred nor shall the contractor or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or

vendees in the property herein transferred. The foregoing provisions shall be binding upon any subcontracting Parties, successors, assigns and other transferees under the contract."

## ARTICLE VII

## LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DISTRICT

7.1 Identity of District; Changes Only Pursuant to this Agreement. District has represented that it possesses the necessary expertise, skill and ability to carry out the development of the Project on the Purchase Property pursuant to this Agreement. The qualifications, experience, financial capability and expertise of District are of particular concern to the Agency. It is because of those qualifications, experience, financial capability and expertise that the Agency has entered into this Agreement with District. No voluntary or involuntary successor in interest to District shall acquire any rights or powers under this Agreement, except as hereinafter provided.

7.2 Prohibition on Transfer. Prior to the issuance of a Certificate of Completion for the Project, and each Phase thereof, pursuant to Section 5.12, District shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively "**Transfer**") of the whole or any part of the Purchase Property, of the whole or any Phase of the Project, or this Agreement without the prior written approval of the Agency which the Agency may withhold in its sole and absolute discretion. Any such attempt to assign this Agreement without the Agency's consent shall be null and void and shall confer no rights or privileges upon the purported assignee.

7.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent:

A. The granting of temporary easements or permits to facilitate development of the Purchase Property;

B. The dedication of any property required pursuant to this Agreement;

C. Assignments made for the purpose of financing the acquisition, construction or permanent financing of the Project, or any Phase thereof, or the Purchase Property (subject to the requirements of Article VIII);

D. A Transfer to an entity in which District retains a beneficial economic interest and over which District retains effective management and control, provided that such entity assumes the rights and obligations of District under this Agreement pursuant to an assignment and assumption agreement in a form reasonably acceptable to Agency; or

E. A Transfer pursuant to District's compliance with the provisions of Education Code Sections 81360 et. seq. governing District's conveyance of surplus property (the "**Education Code Transfer Requirements**"), provided that District's offer for sale thereunder includes notice of the land uses permitted by the Redevelopment Plan for the Purchase Property and the requirement for development in accordance with the Redevelopment Plan.

7.4 Requirements for Proposed Transfers. Prior to the issuance of a Certificate of Completion for the Project, or any Phase thereof, the Agency may, in the exercise of its sole discretion, approve a transfer of this Agreement, the Purchase Property or portion thereof only if all of the following requirements are met (provided however, the requirements of this Section 7.4 shall not apply to Transfers described in clauses A through E of Section 7.3):

A. The proposed transferee demonstrates to the Agency's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the Agency to competently complete construction of the Project and/or the applicable Phase thereof or another project that complies with the Redevelopment Plan and to otherwise fulfill the obligations undertaken by the District under this Agreement.

B. The District and the proposed transferee shall submit for Agency review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Purchase Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the Agency may reasonably request.

C. The proposed transferee shall expressly assume all of the rights and obligations of the District under this Agreement arising after the effective date of the Transfer and all obligations of District arising prior to the effective date of the Transfer (unless District expressly remains responsible for such obligations).

D. The Transfer shall be effectuated pursuant to a written instrument satisfactory to the Agency in form recordable in the Official Records of Sacramento County.

Consent to any proposed Transfer may be given by the Agency's Executive Director unless the Executive Director, in his or her discretion, refers the matter of approval to the Agency's governing board. If the Agency's Executive Director refuses to give such consent or to refer the matter to the Agency's governing board, District shall have the right to request a hearing by the governing board.

7.5 Right of First Refusal.

7.5.1 Offer by District. The provisions of this Section 7.5 shall apply to any planned Transfer by District which is not a Transfer described in clauses A through E of Section 7.3, of all or any portion of the Purchase Property (the "**Transfer Portion**") prior to the issuance of a Certificate of Completion for the Transfer Portion. If District has complied with the Education Code Transfer Requirements and is able to sell the Transfer Portion to a third party, District shall offer the Transfer Portion to Agency by delivering a notice setting forth the terms on which District would be willing to sell the Transfer Portion (the "**Transfer Notice**"). The

Transfer Notice shall include all basic terms of the proposed sale, including the purchase price, terms of payment of the purchase price, closing date, and any other terms District desires to include in the Transfer Notice. If District has received a bona fide offer to purchase the Transfer Portion from a third party ("**Bona Fide Offer**"), then the Transfer Notice shall include a copy of the Bona Fide Offer and the terms of the Transfer Notice shall be no less favorable to Agency than the terms in the Bona Fide Offer.

7.5.2. Response by Agency. If Agency, within thirty (30) days after receipt of the Transfer Notice, indicates in writing its agreement to purchase the Transfer Portion on the terms stated in the Transfer Notice, District shall sell and convey the Purchase Property to Agency on the terms stated in the Transfer Notice, as reflected in a purchase and sale agreement containing such commercially reasonable terms as may be appropriate in addition to the terms of the Transfer Notice (the "**Purchase Agreement**"). If Agency does not indicate its agreement within 30 days, District thereafter shall have the right to sell and convey the Transfer Portion to a third party on the same terms stated in the Transfer Notice or terms more favorable to District, subject to Agency's approval rights set forth in Section 7.4.

7.5.3 Failure to Consent or Approve; Obligation to Purchase. At any time after Agency fails to agree to purchase the Transfer Portion as described in Section 7.5.2, District may request approval by Agency of a potential buyer and the buyer's proposed project. If Agency fails to approve a potential buyer and proposed project within sixty (60) days after delivery to Agency by District of a letter of intent that identifies the potential buyer, the price to be paid by the potential buyer and the proposed project, then Agency shall purchase the Transfer Portion from District on the terms of a Bona Fide Offer, if one exists, from the potential buyer, or, if not, on the terms of the Transfer Notice pursuant to a Purchase Agreement.

7.6 Effect of Transfer without Agency Consent.

7.6.1 In the absence of specific written agreement by the Agency, no Transfer by District shall be deemed to relieve the District or any other party from any obligation under this Agreement.

7.6.2 Without limiting any other remedy Agency may have under this Agreement, or under law or equity, if, in violation of this Agreement, the District Transfers all or any part of the Purchase Property or the improvements thereon prior to the recordation of the Certificate of Completion for the Project, or any Phase thereof, the Agency shall be entitled to receive from District the amount by which the consideration payable for such Transfer exceeds the sum of (a) the purchase price paid by the District to the Agency for the Purchase Property, and (b) the costs incurred by District in connection with the improvement and development of the Purchase Property, including carrying charges, interest, fees, taxes, assessments and escrow fees. Such excess consideration shall belong to and be paid to the Agency by the District and until so paid, the Agency shall have a lien on the Purchase Property for such amount. The provisions of this Section 7.6.2 have been agreed upon so as to discourage land speculation by District; accordingly these provisions shall be given a liberal interpretation to accomplish that end. Following recordation of the Certificate of Completion, the provisions of this Section 7.6.2 shall have no further force and effect.

7.6.3 Without limiting any other remedy Agency may have under this Agreement, or under law or equity, this Agreement may be terminated by Agency if without the prior written approval of the Agency, District assigns or Transfers this Agreement or the Purchase Property prior to the Agency's issuance of a Certificate of Completion.

## ARTICLE VIII

## FINANCING AND RIGHTS OF MORTGAGEES

8.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust or any other reasonable security instrument are permitted to be placed on the Purchase Property before issuance of a Certificate of Completion, but only for the purpose of securing loans of funds to be used for financing the costs of the acquisition of the Purchase Property, the design and construction of the Project, and other expenditures necessary for development of the Project under this Agreement. District covenants and agrees, on behalf of itself and its successors and assigns, that it shall not enter into any conveyance for such financing without the prior written approval of the Agency's Executive Director. The requirements of this Section shall terminate effective upon the issuance of the Certificate of Completion.

8.1.1 Option Agreement to be Senior to Mortgages. District covenants and agrees that the Option Agreement shall be senior in priority to any mortgage or other security instrument recorded against the Purchase Property, and that if any such instrument has been recorded against the Purchase Property prior to recordation of the Option Agreement, District shall promptly secure execution of such subordination agreements as may be necessary to ensure that Agency's option to acquire the Purchase Property shall not be defeated as a result of foreclosure of any such instrument.

8.2 Holder Not Obligated to Construct Project. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to or be construed to permit or authorize any such holder to devote the Purchase Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

8.3 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. Whenever Agency delivers any notice of default hereunder to District, Agency shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Purchase Property, provided that Agency has been provided an address for such notices. No Notice of Default shall be effective as to the holder unless such notice is given. Each such holder shall have the right, at its option, within forty-five (45) days after the receipt of the copy of the Notice, to cure or remedy or, if the default is of a nature that it cannot be cured within such time period, to commence to cure or remedy any default hereunder. In the event possession of the Purchase Property (or portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within forty-five (45) days after receipt of the copy of the Notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy. Any such holder properly completing the Project shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

8.4 Right of Agency to Cure Defaults. If a mortgage or deed of trust default or breach by District prior to the completion of the construction of the Project occurs, and the holder of any mortgage or deed of trust has not exercised its option to cure the default, Agency may cure the default, without acceleration of the subject loan, following prior notice thereof to District. In such event, District shall be liable for, and Agency shall be entitled to reimbursement from District for all costs and expenses incurred by Agency associated with and attributable to the curing of the default or breach. Agency shall also be entitled to record a lien upon the Purchase Property to the extent of such incurred costs and disbursements.

8.5 Estoppel Certificates. Either District or Agency may, at any time, and from time to time, deliver written notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, such notice shall describe the nature and amount of any such default. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The Agency Executive Director is authorized to execute any certificate requested by District hereunder.

## ARTICLE IX

## DEFAULTS AND REMEDIES

9.1 Default. Failure by either Party to perform any action or covenant required by this Agreement within the time period specified herein as such may have been extended pursuant to the terms hereof shall constitute a "**Default**" under this Agreement. A party claiming a Default shall give written notice of default ("**Notice of Default**") to the defaulting party specifying the nature of the Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the defaulting party if within thirty (30) days following delivery of Notice of Default, the defaulting party cures such Default, or, if the Default is not susceptible of being cured within thirty (30) days, the defaulting party promptly commences to cure, correct or remedy such Default, and thereafter diligently pursues completion of the cure. Failure or delay in providing Notice of Default shall not constitute a waiver of any Default.

9.2 Legal Actions. Upon the occurrence of a Default and the expiration of the applicable cure period pursuant to Section 9.1, the nondefaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, to recover damages for any Default or to obtain any other remedy consistent with the purpose of this Agreement. Any such legal actions shall be filed in the Superior Court of Sacramento County, California or in the Federal District Court for the Eastern District of California. Notwithstanding anything herein to the contrary, a party's right to recover damages in the event of a Default shall be limited to recovery of actual damages and shall exclude consequential damages.

9.3 Remedies Cumulative; No Waiver. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same Default or any other Default.

9.4 Right of Reverter. If following conveyance of the Purchase Property to District, District fails to begin construction of the Project or fails to complete construction of Phase One of the Project by the times specified in the Schedule of Performance, as such dates may be extended pursuant to the terms hereof, or violates the provisions of Article VII of this Agreement, the Agency may re-enter and take possession of the Purchase Property or any portion thereof with all improvements thereon without payment or compensation to District, and revest in the Agency the estate theretofore conveyed to the District. The interest created pursuant to this Section 9.4 shall be a "power of termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from the Agency's option to purchase the Purchase Property under the same or similar conditions specified in Section 9.5.

Upon revesting in the Agency of title to the Purchase Property or any portion thereof as provided in this Section 9.4, the Agency shall use its best efforts to resell the Purchase Property or applicable portion thereof and as soon as possible, in a commercially reasonable manner to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Project or other Agency-approved Project in accordance with the uses specified for such property in this Agreement and in a manner satisfactory to the Agency. Upon such resale of the Purchase Property or any portion thereof the sale proceeds shall be applied as follows:

A. First, to reimburse the Agency for all costs and expenses incurred by Agency, including but not limited to salaries of personnel and legal fees incurred in connection with the recapture and resale of the Purchase Property; all taxes and assessments payable prior to resale, and all applicable water and sewer; any payments necessary to discharge any encumbrances or liens on the Purchase Property at the time of revesting of title in the Agency or to discharge or prevent from attaching any subsequent encumbrances or liens due to obligations, defaults, or acts of the District, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Purchase Property; and any other amounts owed to the Agency by District and its successors or transferee.

B. Second, to reimburse the Agency for damages to which it is entitled under this Agreement by reason of the District's default.

C. Third, to reimburse the District, its successor or transferee, up to the amount equal to:

1. The payment made to the Agency for the Purchase Property; plus

2. The fair market value of the improvements District has placed on the Purchase Property or applicable portion thereof; less

3. Any gains or income withdrawn or made by the District from the Purchase Property or applicable portion thereof or the improvements thereon.

Notwithstanding the foregoing, the amount calculated pursuant to this subsection (c) shall not exceed the fair market value of the Purchase Property or applicable portion thereof, together with the improvements thereon as of the date of the default or failure which gave rise to the Agency's exercise of the right of reverter.

4. Any balance remaining after such reimbursements shall be retained by the Agency.

The rights established in this Section 9.4 are to be interpreted in light of the fact that the Agency will convey the Purchase Property to the District for development as specified herein.

9.5 Option to Purchase, Enter and Possess. The Agency shall have the additional right at its option to purchase, enter and take possession of the Purchase Property or any portion thereof owned by the District with all improvements thereon (the "**Purchase Option**"), if after conveyance of the Purchase Property District fails to begin construction of Phase One of the Project or fails to complete construction of Phase One of the Project by the times specified in the Schedule of Performance, as such dates may be extended pursuant to the terms hereof, or violates the provisions of Article VII of this Agreement.

To exercise this Option, the Agency shall pay to the District cash in an amount equal to:

A. The purchase price paid to the Agency by the District for the Purchase Property; plus

B. The fair market value of any new improvements existing on the Purchase Property at the time of exercise of the Option; less

C. Any gains or income withdrawn or made by the District from the applicable portion of the Purchase Property or the improvements thereon; less

D. The value of any liens or encumbrances on the applicable portion of the Purchase Property that the Agency assumes or takes subject to; less

E. Any damages to which the Agency is entitled under this Agreement by reason of District's default.

9.6 Option Agreement/Memorandum of Disposition and Development Agreement. The Parties shall cause a Memorandum of Disposition and Development Agreement substantially in the form of Exhibit F hereto and an Option Agreement substantially in the form of Exhibit C hereto, regarding the rights granted to the Agency in Sections 9.4 and/or 9.5 of this Agreement, to be recorded in the official records of Sacramento at the time of the Closing for conveyance of the Purchase Property to District.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1. No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of Escrow and the expiration or earlier termination of this Agreement.

10.2 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, unusually severe weather, acts or omissions of the other Party, or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of District and Agency (acting in the discretion of its Executive Director unless he or she determines in his or her discretion to refer such matter to the governing board of the Agency). Agency and District acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

10.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

A. Personal delivery, in which case notice is effective upon delivery;

B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-Business Day.

| | |
|---|---|
| Agency: | Rancho Cordova Community Redevelopment Agency<br>Attn: Ted Gaebler/Executive Director<br>2729 Prospect Park Drive<br>Rancho Cordova, CA 95670<br>Phone Number: (916) 851-8800<br>Fax Number: (916) 851-8787<br>Email: tgaebler@cityofranchocordova.org |
| with a copy to: | Meyers Nave<br>Attn: Steve Meyers, Esq.<br>555 12th Street, Suite 1500<br>Oakland, CA 94607<br>Phone Number: (510) 808-2000<br>Fax Number: (510) 444-1108<br>Email: smeyers@meyersnave.com |
| District: | Los Rios Community College District<br>Attn: Bill Silvia/General Services<br>1919 Spanos Court<br>Sacramento, CA 95825<br>Phone Number: (916) 568-3057<br>Fax Number: (916) 286-3636<br>Email: silviab@losrios.edu |
| With a copy to: | Los Rios Community College District<br>Attn: Jan Sherry, Esq./General Counsel<br>1919 Spanos Court<br>Sacramento, CA 95825<br>Phone Number: (916) 568-3042<br>Fax Number: (916) 568-3023<br>Email: sherryj@losrios.edu |
| Escrow Holder: | Fidelity National Title Company<br>Attn: Marja Nickel<br>8950 Cal Center Drive, Building 3, Suite 100<br>Sacramento, CA 95826<br>Phone Number: (916) 364-4070<br>Fax Number: (916) 364-4093<br>Email: mnickel@fnf.com |

Either Party may change its address by written notice to the other given in the manner set forth above.

10.4 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

10.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

10.6 Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named party shall include any permitted successor and assign of such party.

10.7 Provisions Not Merged With Deeds; Survival. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Deed(s) conveying the Purchase Property, and neither such Deed(s) nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. All representations made by District hereunder and District's indemnification obligations pursuant to this Agreement shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.

10.8 Construction. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

10.9 Action or Approval. Whenever action and/or approval by Agency is required under this Agreement, Agency's Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to Agency's Board for consideration.

10.10 Entire Agreement. This Agreement, including **Exhibits A** through **H** attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

10.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

10.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

10.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

10.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of Agency or City shall be personally liable to District or its successors in interest in the event of any default or breach by Agency or for any amount which may become due to District or its successors in interest pursuant to this Agreement.

10.16 Time of the Essence. Time is of the essence for each condition, term, obligation and provision of this Agreement.

10.17 References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or State holiday, such time for performance shall be extended to the next Business Day. "**Business Days**" means days other than Saturday, Sunday, and State holidays.

10.18 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

***SIGNATURES ON FOLLOWING PAGE.***

**IN WITNESS WHEREOF**, the Community Redevelopment Agency of the City of Rancho Cordova and District have executed this Agreement effective as of the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA,**
**a public body, corporate and politic**

By: _____
Ted Gaebler, Executive Director

ATTEST:

By: _____
Mindy Cuppy, Agency Secretary

APPROVED AS TO FORM:

By: _____
Adam Lindgren, Agency Counsel

**LOS RIOS COMMUNITY COLLEGE DISTRICT,**
**a political subdivision of The State of California**

By: _____

Name: _____

Its: _____

1368700.1

# LEGAL DESCRIPTION OF PROPERTY

# EXHIBIT A

**DESCRIPTION**

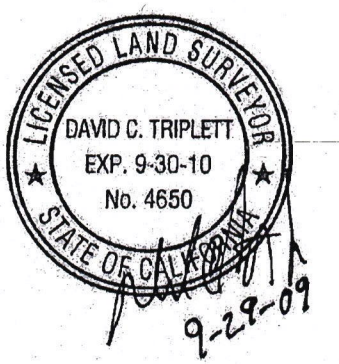
**LOS RIOS COMMUNITY COLLEGE DISTRICT**
**FOLSOM LAKE COLLEGE**
**RANCHO CORDOVA CENTER**

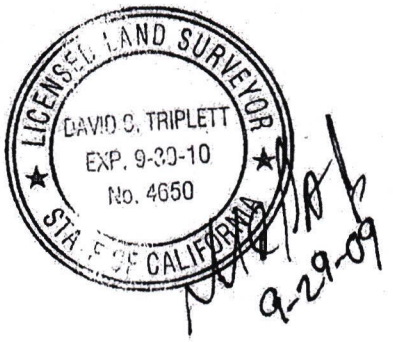
**THAT CERTAIN PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND, BEING A PORTION OF THAT CERTAIN "BOUNDARY LINE ADJUSTMENT" RECORDED JULY 11, 2007 IN BOOK 20070711, PAGE 524 OF OFFICIAL RECORDS, MORE PARTICULARY DESCRIBED AS FOLLOWS;**

**BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY FOLSOM BOULEVARD, A PUBLIC ROAD 80 FEET IN WIDTH, AND THE EASTERLY RIGHT OF WAY LINE OF LA LOMA DRIVE, A PUBLIC ROAD 60 FEET IN WIDTH; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 32° 00'00" WEST 268.48 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 526.19 FEET, A DISTANCE OF 9.52 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 58°00'00" EAST, 470.09 FEET; THENCE SOUTH 32°00'00" EAST, 278.00 FEET TO SAID NORTHERLY LINE OF FOLSOM BOULEVARD; THENCE ALONG SAID NORTHERLY LINE SOUTH 58°00'00" WEST, 470.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING ±3.00 ACRES**






9-29-09

N 58°00'00" E 470.09'

R = 526.19'
D = 01°02'13"
L = 9.52'
CH = N 32°31'38" W 9.52'

268.48'

± 3.0 ACRES

278.00'

LA LOMA DR.

30'

N 32°00'00" W

S 32°00'00" E

S 58°00'00" W 470.00'

40'

FOLSOM BLVD.

N

**LEGEND**

O DIMENSION POINT (NOTHING SET OR FOUND)

**NOTE**

CENTER OF SITE IS LOCATED AT:
LATITUDE- 38°35'05",375
LONGITUDE- 121°18'46",170

0 40 80 160 240

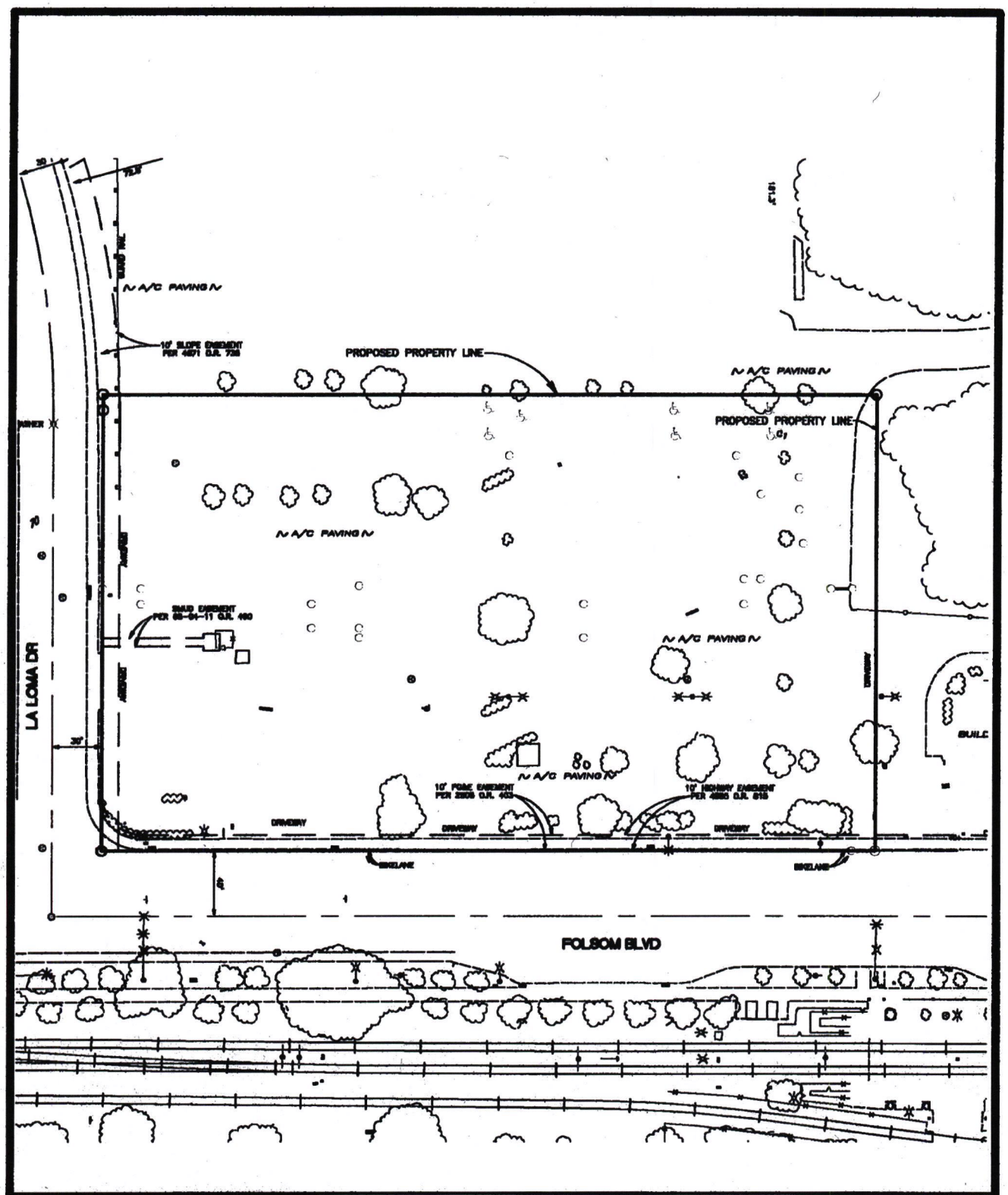
SCALE IN FEET

Morrow Surveying
LAND SURVEYORS

1255 Starboard Drive
West Sacramento, CA 95691
916-372-8124
916-372-8538 fax

EXHIBIT A
LOS RIOS COMMUNITY COLLEGE DISTRICT, RANCHO CORDOVA CENTER
FOLSOM BLVD. & LA LOMA DR.
COUNTY OF SACRAMENTO, CALIFORNIA

SCALE: 1" = 80'
DATE: 9-30-09
SHEET 1 OF 1




Morrow Surveying
LAND SURVEYORS

1255 Starboard Drive
West Sacramento, CA 95691
916-372-8124
916-372-8538 fax

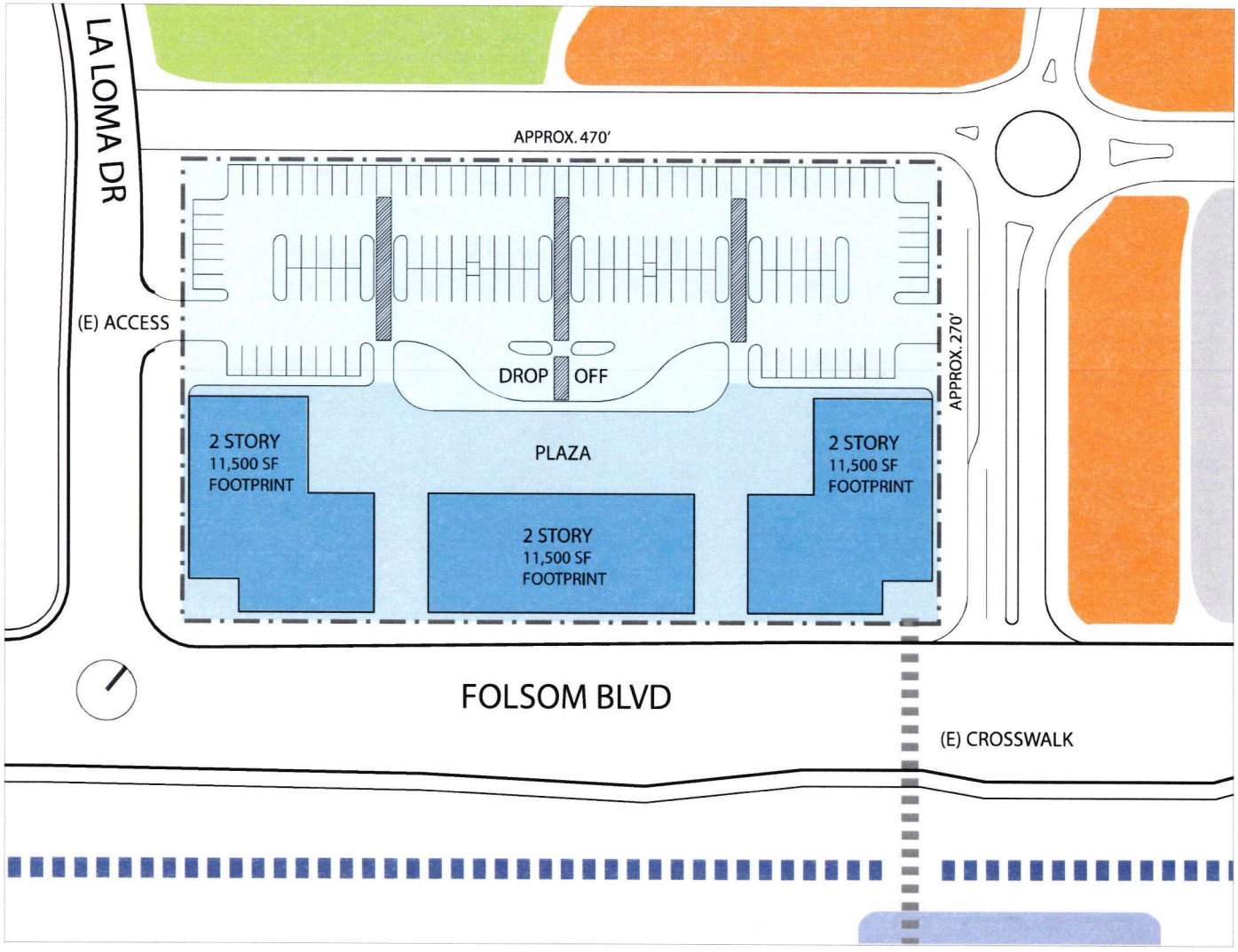
EXHIBIT A
LOS RIOS COMMUNITY COLLEGE
DISTRICT, RANCHO CORDOVA CENTER
FOLSOM BLVD. & LA LOMA DR.
COUNTY OF SACRAMENTO, CALIFORNIA

SCALE: 1" = 80'
DATE: 9-30-09
SHEET 1 OF 1

# PRELIMINARY
# SITE PLAN

# EXHIBIT B

PROPOSED 3 ACRE PARCEL




FUTURE HOUSING

FUTURE RETAIL / OFFICE

LOS RIOS

LIGHT RAIL STATION

LIGHT RAIL

PROPERTY LINE

**LOS RIOS COMMUNITY COLLEGE DISTRICT**
**FOLSOM LAKE COLLEGE**
**RANCHO CORDOVA CENTER**

STAFFORD
KING
WIESE
ARCHITECTS

# OPTION AGREEMENT

# EXHIBIT C

**RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:**

Rancho Cordova Redevelopment Agency

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

# OPTION AGREEMENT

THIS OPTION AGREEMENT ("**Option Agreement**" or "**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**") by and between the City of Rancho Cordova Redevelopment Agency, a public body, corporate and politic (the "**Agency**") and Los Rios Community College District, a political subdivision of the State of California ("**District**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Disposition and Development Agreement ("**DDA**"). Agency and District are hereinafter collectively referred to as the "**Parties**."

**WHEREAS**, Agency and District have executed a DDA dated as of the date hereof that establishes the rights and obligations of the Parties with respect to development of the Overall Property identified in the DDA, including the Purchase Property, as more particularly described in Exhibits A and B attached hereto, and at such time that District acquires the Purchase Property, this Option Agreement shall be recorded against the Purchase Property; and

**WHEREAS**, the DDA provides for District's construction on the Purchase Property of a project (the "**Project**") as defined in the DDA.

**WHEREAS**, pursuant to the DDA executed by District and Agency, dated as of the date hereof and recorded concurrently herewith, District has agreed to provide the Agency with an option to purchase, enter and take possession of the Purchase Property or any portion thereof owned by District with all improvements thereon (the "**Option**") if, after conveyance of the Purchase Property to District, District fails to begin or complete construction of the Project by the times specified in the DDA Schedule of Performance, as such dates may be extended by the Parties.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Option. District hereby grants to Agency (or Agency's assignee) an option to purchase the Purchase Property, or any portion thereof, owned by District, together with all improvements thereon, on the terms and conditions set forth herein.

2. Term. Agency shall have the right to exercise the Option if District fails to commence construction of the Project or to complete construction of the Project within the times set forth therefore in the Schedule of Performance, unless the time for such performance is excused as Enforced Delay as defined in the DDA or extended in writing by the mutual agreement of Agency and District, and shall terminate upon Agency's issuance of a Certificate of Completion ("**Option Expiration Date**").

3. Purchase Price. The purchase price payable by Agency or its assignee to District on exercise of the Repurchase Option shall be cash in an amount equal to:

(i) The purchase price paid to the Agency by the District for the Purchase Property; plus

(ii) The fair market value of any new improvements existing on the Purchase Property at the time of exercise of the Option; less

(iii) Any gains or income withdrawn or made by the District from the applicable portion of the Purchase Property or the improvements thereon; less

(iv) The value of any liens or encumbrances on the applicable portion of the Purchase Property that the Agency assumes or takes subject to; less

(v) Any damages to which the Agency is entitled under this Option Agreement by reason of District's default.

4. Method of Exercise. To exercise its Option, Agency shall provide District with written notice of its intent to exercise ("**Notice of Exercise**") prior to the expiration of such option.

5. Closing.

5.1 Escrow. Upon Agency's (or Agency's assignee's) exercise of the Option, District and Agency shall establish an escrow with an escrow agent chosen by Agency. District and Agency shall execute all deeds, instructions, and other instruments required by the escrow agent in order to close Agency's purchase of the Purchase Property in accordance with this Option Agreement.

5. 2 Time for Close of Escrow. Close of escrow shall occur no later than ninety (90) days following delivery of Agency's Notice of Exercise, unless such time is extended in writing by mutual agreement of the Parties.

5.3 Prorations and Closing Costs. Real property taxes, assessments, interest on any financing and premiums on any hazard insurance assumed by the purchaser shall all be prorated as of the close of escrow. District and Agency (or Agency's assignee) shall each pay one-half of escrow charges, transfer taxes, recording costs and other closing costs. The cost of any inspections Agency or its assignee undertakes in connection with the purchase shall be payable by Agency or its assignee.

5.4 State of Title. At close of escrow, District shall by grant deed convey to Agency or its assignee, fee simple title to the Purchase Property free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, leases, and rights of tenants except nondelinquent real property taxes and such exceptions to title as are approved in writing by Agency or Agency's assignee. Agency or its assignee shall procure a CLTA policy of title insurance in the amount of the purchase price of the Purchase Property showing title vested in Agency (or its assignee) subject only to the approved exceptions

6. Foreclosure. At any time prior to the Option Expiration Date, Agency may also exercise the Option conveyed hereby upon the occurrence of any one of the following events: (a) the giving of notice of sale under any mortgage or deed of trust with power of sale encumbering the Purchase Property; (b) service of summons in any judicial foreclosure against the Purchase Property; or (c) execution of judgment foreclosure against the Purchase Property. If Agency receives written notice of the occurrence of any of the foregoing events, Agency (or its assignee) shall have sixty (60) days from the date it receives such written notice to exercise the Option. If any one of the above events occurs but Agency does not receive written notice thereof, Agency may exercise the Option at any time prior to the Option Expiration Date. To exercise the Option upon the occurrence of any of the foregoing events, Agency (or its assignee) shall give notice both to District and to the mortgagee, beneficiary under the deed of trust, or judgment creditor.

7. Miscellaneous Provisions.

7.1 Voidable Transfers. Any attempt to sell, convey, transfer, assign, lease, mortgage, or hypothecate the Purchase Property in violation of the terms of this Option Agreement shall be voidable at the election of Agency.

7.2 Assignment. Agency may assign its rights under this Option Agreement. In the event of any such assignment, Agency shall not be liable to District for any failure on the part of the assignee to consummate the purchase or to comply with the terms of this Option Agreement.

7.3 Notices. Except as otherwise specified in this Option Agreement, all notices to be sent pursuant to this Option Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice shall be deemed delivered upon receipt;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(iv) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Agency: Rancho Cordova Redevelopment Agency
Attention:

With a copy to:

Meyers Nave

District: Los Rios Community College District
Attention:

7.4 Attorneys' Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Option Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and other costs, including but not limited to court costs and expert and consultants' fees incurred in connection with such action in addition to any other relief awarded, and such attorneys' fees shall be included in any judgment in such action.

7.5 Amendments. This Option Agreement may be amended only by a written instrument executed by the parties hereto or their successors in interest.

7.6 Severability. If any provision of this Option Agreement shall be held to be invalid, void or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

7.7 Waiver. A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Option Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

7.8 Entire Agreement. This Option Agreement, together with the DDA and the exhibits to each, contains the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.

7.9 Remedies. Except as otherwise expressly stated in this Option Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Upon the occurrence of a default hereunder, the Parties may pursue all remedies available at law or in equity, including without limitation, the remedy of specific performance.

7.10 Binding Effect; Due Authorization. This Option Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Whenever a reference in this Option Agreement is made to District or Agency, such reference shall be deemed to also mean a reference to the successors in interest of each such Party (or Parties), as applicable, as if in every case so expressed. District hereby represents and warrants that all actions necessary on the part of District to authorize the execution of this Option Agreement and to undertake the actions contemplated hereby have been undertaken, and the person(s) executing this Option Agreement on behalf of District have been duly authorized to do so.

7.11 Parties Not Co-Venturers; No Brokers. Nothing in this Option Agreement is intended to or does establish any of the parties as partners, co-venturers, or principal and agent with one another. Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with the transactions contemplated hereby other than as disclosed in writing to the other Party. Each Party shall defend, indemnify, and hold the other Party harmless from any claim, expense, cost, loss or liability imposed by any party claiming a fee or commission in connection with this Option Agreement or the conveyance of any other interest in the Purchase Property, the Project or part thereof. This Section shall survive the expiration or termination of this Option Agreement.

7.12 Captions; Interpretation. The captions of the Sections of this Option Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Option Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Option Agreement, this Option Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

7.13 Counterparts. This Option Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

7.14 Further Assurances; Recordation. The Parties agree to execute such instruments and to undertake such actions, as may be necessary to effectuate the intent of this Option Agreement. This Option Agreement shall be recorded against the Overall Property concurrently with recordation of a Memorandum of the DDA, and at such time that District acquires the Purchase Property this Option Agreement shall be recorded against the Purchase Property.

7.15 Governing Law. This Option Agreement shall be interpreted under and pursuant to the laws of the State of California without regard to principles of conflict of laws.

7.16 Time is of the Essence. Time is of the essence for each condition, term, obligation and provision of this Option Agreement. When the time for performance of any obligation under this Option Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular

business day, then the time for such performance shall be by the regular business day following such day.

7.17 Action or Approval. Whenever action and/or approval by Agency is required under this Option Agreement, Agency's Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to Agency's Board for consideration.

7.18 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of Agency or the City of Rancho Cordova shall be personally liable to District or its successors in interest in the event of any default or breach by Agency or for any amount which may become due to District or its successors in interest pursuant to this Option Agreement.

8. Future Enforcement By City. The Parties hereby agree that should the Agency cease to exist as an entity at any time during the term of this Option Agreement, the City of Rancho Cordova shall have the right to enforce all of the terms and conditions herein, unless the Agency has previously specified another entity to enforce this Option Agreement.

***SIGNATURES ON FOLLOWING PAGE.***

**IN WITNESS WHEREOF,** the Agency and District have executed this Option Agreement as of the date first written above.

**REDEVELOPMENT AGENCY**
**OF THE CITY OF RANCHO CORDOVA,**
**A public body, corporate and politic**

By: _____

Name: _____
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

**LOS RIOS COMMUNITY COLLEGE DISTRICT,**
**a political subdivision of the State of California**

By: _____

Name: _____

Its: _____

Exhibit A

**OVERALL PROPERTY**
(Attach legal description)

Exhibit B

**PURCHASE PROPERTY**
(Attach legal description)

STATE OF CALIFORNIA )

) ss.

COUNTY OF SACRAMENTO )

On _____, 20___, before me,_____,

personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA )

) ss.

COUNTY OF SACRAMENTO )

On _____, 20___, before me,_____,

personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

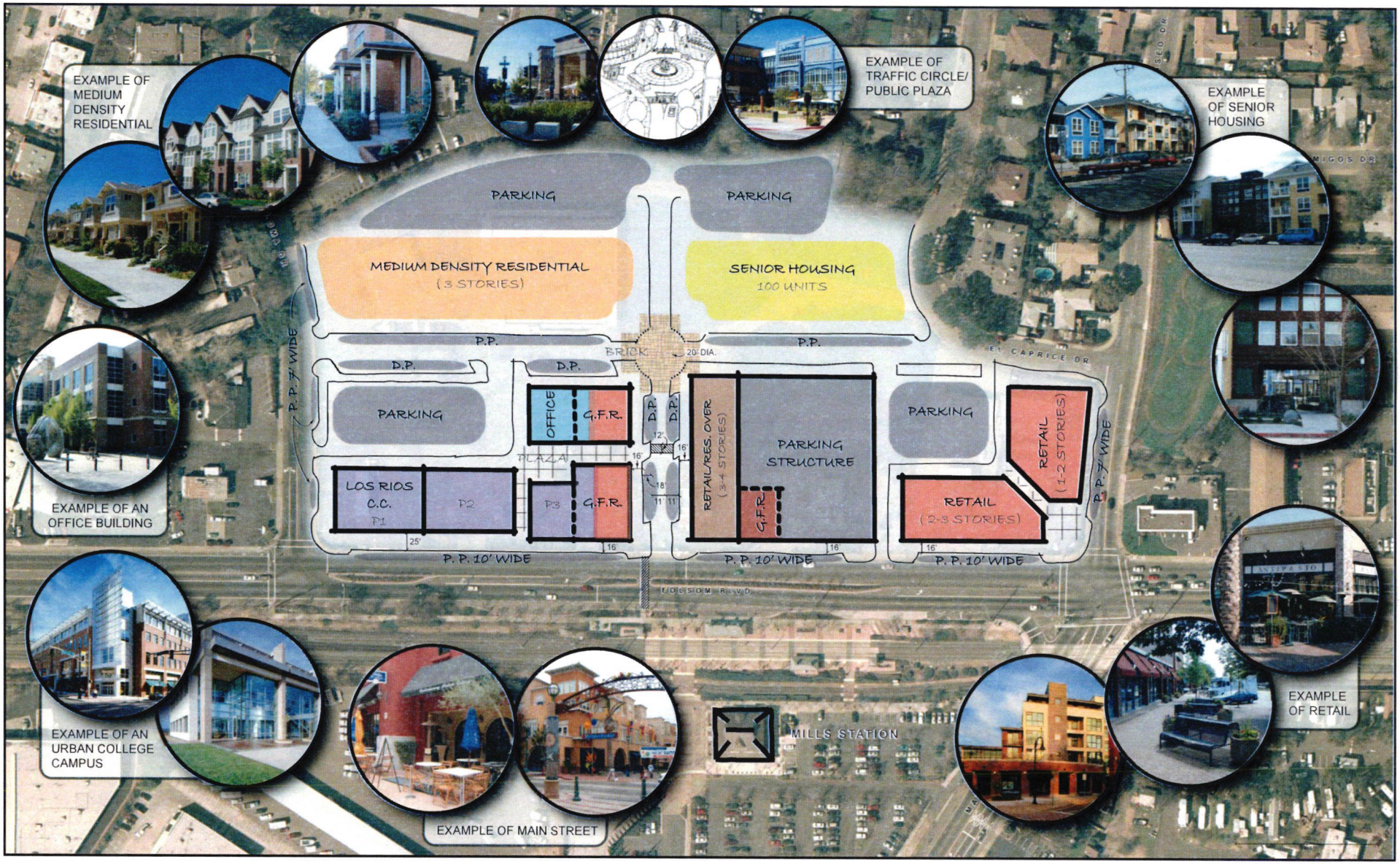
Signature _____ (Seal)

# SCHEDULE OF PERFORMANCE

# EXHIBIT D

# SCOPE OF DEVELOPMENT

# EXHIBIT E




G.F.R. - GROUND FLOOR RETAIL
- PARKING
- BUILDINGS
- SIDEWALKS
P.P. - PARALLEL PARKING
D.P. - DIAGONAL PARKING
- RETAIL
- LOS RIOS C.C.
- RETAIL/RESIDENTIAL
- SENIOR HOUSING

# MEMORANDUM OF DDA

# EXHIBIT F

**Recording Requested by**
**and when Recorded, return to:**

Rancho Cordova Redevelopment Agency

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

# MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

This Memorandum of Disposition and Development Agreement (this "**Memorandum**") dated as of _____, 2009, is entered into by and between the City of Rancho Cordova Redevelopment Agency, a public body, corporate and politic ("**Agency**"), and Los Rios Community College District, a political subdivision of the State of California ("**District**"). Agency and District are hereinafter collectively referred to as the "**Parties**."

1. Agency and District have entered into that certain Disposition and Development Agreement, dated as of the date hereof (the "**DDA**"), pursuant to which Agency has agreed to convey to District and District has agreed to develop certain real property (the "**Purchase Property**") located within the City of Rancho Cordova, California and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2. Among other conditions, the DDA provides that District shall construct a College Center with up to 80,000 gross square feet of building area over a twenty (20) year period after completion of Phase 1, as defined in the DDA (the "**Project**").

3. The DDA further provides that (i) except as permitted by the DDA, prior to Agency's issuance of a Certificate of Completion for the Project, District shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Property or the Improvements without the prior written approval of the Agency; and (ii) any transferee of all or part of the Purchase Property shall be subject to and shall expressly assume all of the covenants, obligations and restrictions of the DDA which pertain to the Purchase Property transferred.

4. Agency and District have executed and recorded this instrument to give notice of the DDA and the respective rights of Agency and District thereunder, including without limitation, certain rights of the Agency to reacquire the Purchase Property pursuant to Sections 19.4 and 9.5 of the DDA in the event of certain defaults under the DDA pertaining to failure to timely commence or complete construction of the Project. Copies of the unrecorded DDA are available at the offices of the Agency, and such document is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the DDA, the DDA shall control.

5. This Memorandum shall be interpreted and enforced in accordance with California law without regard to principles of conflict of laws.

6. The DDA shall bind and inure to the benefit of the Agency and the District and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum as of the date first set forth above.

**AGENCY:**

**REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA,**
**a public body, corporate and politic**

By: _____
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

**DISTRICT:**

**LOS RIOS COMMUNITY COLLEGE DISTRICT,**
**a political subdivision of the State of California**

By: _____

Its: _____

***SIGNATURES MUST BE NOTARIZED.***

Exhibit A

PROPERTY

(Attach legal description.)

STATE OF CALIFORNIA )
)
County of Sacramento)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA )
)
County of Sacramento)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

1307130.1

# GRANT DEED

# EXHIBIT G

Recording requested by and when recorded mail to:

Los Rios Community College District

Space above this line for Recorder's use.

# GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, the City of Rancho Cordova Redevelopment Agency, a public body, corporate and politic ("**Grantor**") hereby grants to the Los Rios Community College District, a political subdivision of the State of California ("**Grantee**") all that real property located in the City of Rancho Cordova, County of Sacramento, State of California described in Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of this __ day of _____, 2009.

**GRANTOR**

City of Rancho Cordova Redevelopment Agency,
a public body, corporate and politic

By:_____
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

Exhibit A

**PROPERTY**

Real property in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

(Attach legal description.)

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2009, from the City of Rancho Cordova Redevelopment Agency, a public body, corporate and politic, to the Los Rios Community College District, a political subdivision of the State of California ("District"), is hereby accepted by the undersigned on behalf of the District pursuant to authority conferred by Resolution No. _____, adopted by the Agency on ___ __, 2009, and that the District consents to recordation of the Grant Deed by its duly authorized officer.

Dated _____, 2009 By:_____
[name and title]

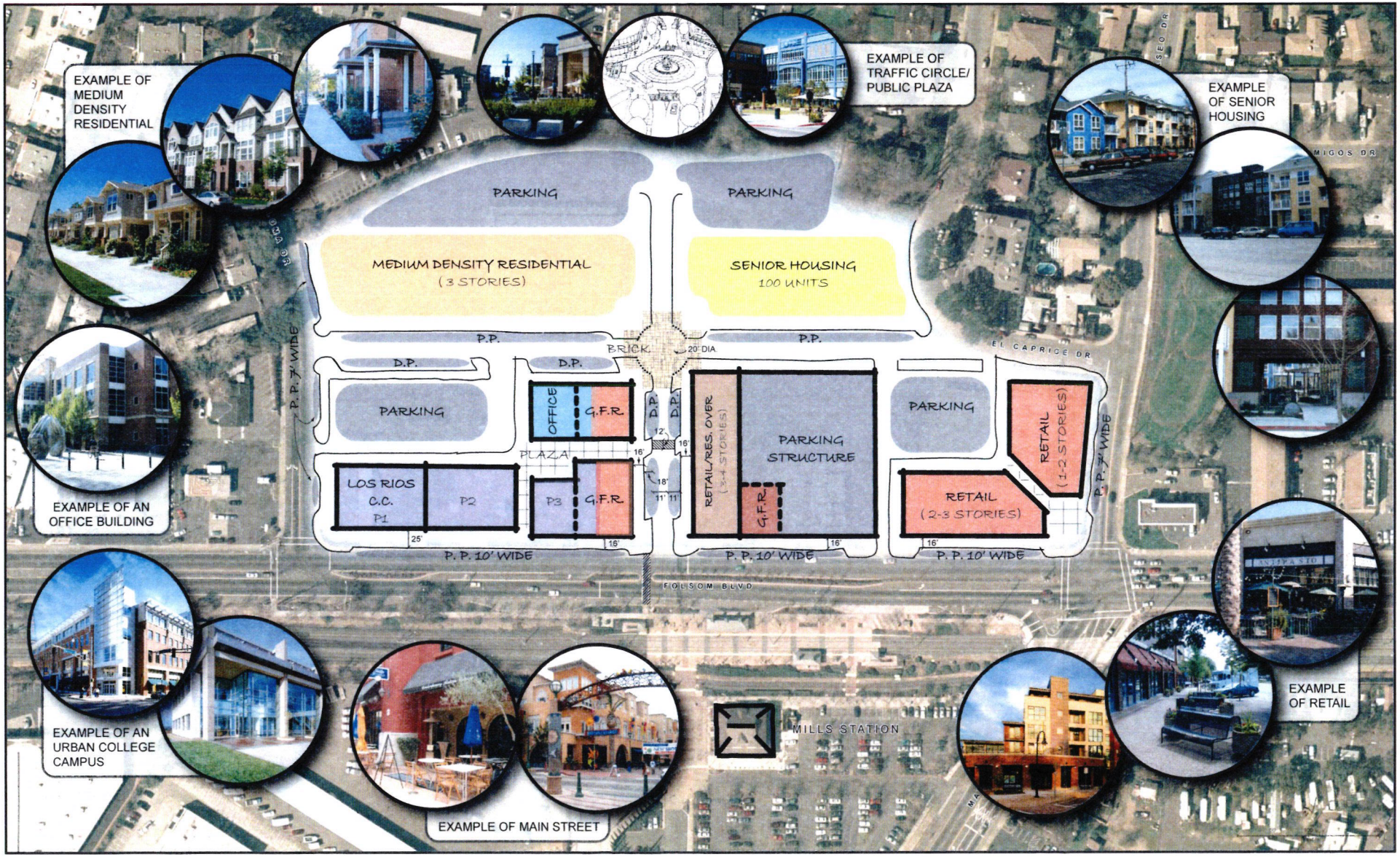
State of California )
)
County of Sacramento )

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)




G.F.R. - GROUND FLOOR RETAIL
- PARKING
- BUILDINGS
- SIDEWALKS
P.P. - PARALLEL PARKING
D.P. - DIAGONAL PARKING
- RETAIL
- LOS RIOS C.C.
- RETAIL/RESIDENTIAL
- SENIOR HOUSING

ATTACHMENT 3

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Lieutenant Marc Fontes, Commander, Investigations and Community Services Bureau, Rancho Cordova Police Department

**SUBJECT:** **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC.**

## RECOMMENDATION

Adopt Resolution No. 9-2010.

## RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a professional services agreement between the City of Rancho Cordova and Redflex Traffic Systems Inc. (**Exhibit A**), for Photo Red Light Enforcement Program to improve traffic safety.

## BACKGROUND

According to the National Highway Traffic Safety Administration over 800 people are killed and more than 160,000 more are injured annually by red light runners. In 2008 the Rancho Cordova Police Department responded to seventy-eight (78) collisions involving red light violators resulting in thirty-five (35) injuries.

The goal of a Red Light Photo Enforcement Program is to improve the safety of the community for vehicular, bicycle, and pedestrian traffic by reducing the incidence of vehicles failing to stop for red traffic signals. Photo enforcement programs have a proven record for reducing right angle collisions at monitored intersections in jurisdictions where similar programs have been initiated.

Automated red light photo enforcement is authorized and governed by the California Vehicle Code (Sections 21455.5 through 21455.7). The Redflex Traffic System uses digital media that produces still images and full motion digital video. Each monitored intersection approach requires the installation of a dual camera system and high-speed synchronized flash unit to capture the required photographic evidence used to prosecute red light violations. The digital evidence is transported over secure high-speed data links to the vendor where vehicle registration information is collected and assembled with the photographic evidence.

The combined information and evidence are returned electronically to the Police Department where an employee reviews the evidence and makes the determination of whether or not the violation should be forwarded for prosecution. If a prosecution decision is positive, the vendor generates and mails a citation to the violator and forwards all pertinent information to the Sacramento County Court.

When the violator receives the citation in the mail, they are provided the still images of the violation and the photograph of the driver. They are provided with a web site address and a unique PIN number to access both the still photographs and the video clip of the violation for their review. In the event the violator does not have internet access they will be able to review the evidence at the Police Department prior to any court appearance.

The proposed agreement with Redflex includes the installation of up to ten (10) red light camera systems within the City of Rancho Cordova. Consideration will be given to intersection locations throughout the City where photo enforcement will have the greatest impact based on accident and citation issuance statistics. In addition, each potential installation site will be sampled for violation counts using a Video Survey. The video analysis will provide baseline violation data during peak traffic times. In addition Redflex will provide a mathematical analysis that allows them to examine how environmental factors at an intersection approach will impact driving behavior. This information will assist in validating red light photo enforcement locations with the goal of reducing collisions and improving community safety.

Some of the intersections being considered for the Red Light Photo Enforcement Program are:

- Sunrise Blvd. and Coloma Road
- Sunrise Blvd. and Folsom Blvd
- Sunrise Blvd. and White Rock Road
- Folsom Blvd. and Zinfandel Drive
- White Rock Road and Kilgore Road
- Mather Field Road and Rockingham Drive
- Coloma Road and Malaga Way
- West La Loma Road and Folsom Blvd.
- Coloma Road and McGregor Drive
- Folsom Blvd. and Olson Drive.
- Zinfandel Drive and Olson Drive

Adoption of the contract will initiate a public awareness campaign. The City's public awareness campaign will include print material and workshops to educate the public on the dangers of red light violations.

The Police Department will work together with Redflex to develop and implement a series of press releases and press conferences informing the local media and public about the installation of the red light cameras, the benefits of the systems and services and the results of the installations.

The Police Department will conduct an informational open house where residents can come and ask questions about the program and observe the type of evidence package the Red Light Photo Enforcement Program presents. Additionally, the program will be introduced on the City's web site. Regular program updates and progress reports will be posted and will include photos of the implementation. A thirty (30) day warning period, where only warning notices will be issued, will start within three (3) days after the system installation.

## ATTACHMENT

Resolution No. 9-2010 including (**Exhibit A**) Contract No. 15-2010.

**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. 9-2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR RED LIGHT PHOTO ENFORCEMENT PROGRAM**

**WHEREAS**, the Rancho Cordova Police Department provides a full range of public safety programs and law enforcement services for the City; and

**WHEREAS**, traffic safety and accident reduction is among the police department's highest priorities; and

**WHEREAS**, red light cameras help communities enforce traffic laws by photographing vehicles whose drivers run red lights, 24 hours a day, 7 days a week, and

**WHEREAS**, California Vehicle Code 21455.5(c) allows government agencies, in cooperation with law enforcement agencies, to operate automated enforcement systems; and

**WHEREAS**, the City will incur monthly expenditures at an average cost of $6,000 per designated approach for administration of the Red Light Photo Enforcement Program; and

**WHEREAS**, revenues collected through the Red Light Photo Enforcement Program will be used to offset the costs for administration of the Red Light Photo Enforcement Program.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute a contract with Redflex Traffic Systems, Inc., attached as **Exhibit A**.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Ken Cooley, Mayor

**ATTEST:**

_____
Mindy Cuppy, City Clerk

# EXCLUSIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND REDFLEX TRAFFIC SYSTEMS, INC. FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement ("Agreement") is made as of this __ day of _____, 2010 by and between Redflex Traffic Systems, Inc. with offices at 23751 N. 23rd Avenue, Phoenix, AZ 85027 ("Redflex"), and The City of Rancho Cordova a municipal corporation, with offices at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 ("Customer").

## RECITALS

**WHEREAS,** Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

**WHEREAS,** the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce red light running violations; and

**WHEREAS,** it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. ***DEFINITIONS.*** In this Agreement, the words and phrases below shall have the following meanings:

   1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto.

   1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.

   1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.

   1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and

1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.

1.5. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.

1.6. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See **Exhibit A** for the number of approaches.

1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.

1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers.

1.9. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s).

1.10. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.

1.11. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

1.12. "Installation Date of the Photo Red Light Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Red-light Photo Enforcement Program.

1.13. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.

1.14. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the issuance of Citations using the Redflex System.

1.15. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

1.16. "Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city counsel or other governing body of the Customer.

1.17. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Light Violation has occurred.

1.18. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

1.19. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.

1.20. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.

1.21. "Redflex System" means, collectively, the Salus™ and/or SMARTcam™ System, the SMARTscene™ System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops™ System, the Photo Enforcement Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.

1.22. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.

1.23. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Photo Red Light Enforcement System or its detection equipment, any costs incurred is the responsibility of the customer.

1.24. "Records Retention" means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program.

1.25. "SMARTcam™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.

1.26. "Salus™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.

1.27. "REDFLEXred™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.

1.28. "SMARTops™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.

1.29. "SMARTscene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.

1.30. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer's traffic controller, Customer's vehicle detection equipment, Customer's communication equipment, Customer's controller cabinet, etc.

1.31. "Violation" means any traffic violation authorized for photo enforcement as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.

1.32. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.

1.33. "Warning Period" means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed. The Warning Period will conform to the requirements of the California Vehicle Code (CVC).

2. ***TERM.*** The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the issuance of the first citation by the system or August 31, 2010, whichever date comes first. The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

3. ***SERVICES.*** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.

   3.1. INSTALLATION. With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on **Exhibit B** attached hereto.

   3.2. MAINTENANCE. With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on **Exhibit C** attached hereto.

   3.3. VIOLATION PROCESSING. During the Operational Period, Violations shall be processed as follows:

      3.3.1. All Violations Data shall be stored on the Redflex System;

      3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;

      3.3.3. The Redflex Photo Enforcement System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.

      3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.

      3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL

AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.

3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;

3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries.

3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.

3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.

3.3.10. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis.

3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.

3.4. RECORDS RETENTION: Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program for a period of time that is compliant with California Vehicle Code requirements.

3.5. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on **Exhibit D** attached hereto.

3.6. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on **Exhibit E** attached hereto.

3.7. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in **Exhibit D** shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

## 4. *LICENSE; RESERVATION OF RIGHTS.*

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Rancho Cordova, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Rancho Cordova) that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.

4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.

4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

## 5. *REPRESENTATIONS AND WARRANTIES*.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

## 6. *TERMINATION*.

6.1. **TERMINATION FOR CAUSE**: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in

**Exhibit "D"**. Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

6.2. **TERMINATION WITHOUT CAUSE.** The Customer may initiate termination of this Agreement without cause at any time by giving 10 days' written notice of termination to Redflex. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall be obligated to pay Contractor for all services satisfactorily performed in accordance with this Agreement, through and including the initiation of termination date, including but not to exceed the payments according to the rates specified in **Exhibit D**. Redflex may intitate termination of this agreement without cause by giving 90 days' written notice to the City, signed by Redflex's authorized representative.

6.1. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.2. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.2.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the city by a mutually agreed upon method. The customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.

6.2.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.2.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.3. SURVIVAL. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

**7. *CONFIDENTIALITY.*** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

**8. *INDEMNIFICATION AND LIABILITY.***

8.1. Indemnification by Redflex. Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its officials, officers, employees, agents representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them

(individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the negligent or willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2. Indemnification by Customer. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Redflex Party, (c) any claim, action or demand not caused by Redflex's failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer's use of the Redflex System or any portion thereof, the validity of the results of the Customer's use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Redflex System or any portion thereof.

8.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or

settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. LIMITED LIABILITY. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

**9. *NOTICES.*** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:
Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue
Phoenix, AZ 85085
Attention: PROGRAM MANAGEMENT
Facsimile: (480) 607-5552

9.2. Notices to the Customer:
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Attention: Cyrus Abhar
Facsimile: (916) 851-8787

**10. *DISPUTE RESOLUTION.*** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

**11. *MISCELLANEOUS.***

11.1. Assignment. Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution (as outlined in **Exhibit F**), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. Relationship between Redflex and the Customer. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

11.3. Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

11.4. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

11.5. Entire Agreement. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.

11.6. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

11.7. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

11.8. Construction. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.

11.9. Headings. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

11.10. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts in making such proof.

11.11. Covenant of Further Assurances. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

11.12. Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

11.13. Binding Effect. This Agreement shall inure to the benefit of and are binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.

11.14. Compliance with Laws. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

11.15. No Third Party Benefit. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

11.16. Injunctive Relief; Specific Performance. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.

11.17. Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.

11.18. Jurisdiction and Venue. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Sacramento, CA and both parties specifically agree to be bound by the jurisdiction and venue thereof.

11.19. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision 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.

(The remainder of this page is left intentionally blank)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF RANCHO CORDOVA
a municipal corporation

By: _____
Name: Ted Gaebler
Title: City Manager

Date: _____

"Redflex"

REDFLEX TRAFFIC SYSTEMS, INC.,

By: _____
Name: Aaron Rosenberg
Title: Executive Vice President

Date: _____

Attest:

_____
Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

_____
Adam Lindgren, City Attorney

Date: _____

## EXHIBIT "A"

Designated Intersection Approaches

The contract is for the implementation of up to 10 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

The City will make all reasonable efforts to provide the list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager. The City Public Works and Police Departments shall review and approve each designated intersection approach prior to installation of the Redflex System.

## EXHIBIT "B"

Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to complete a site selection survey within sixty (60) days subsequent to the execution of the contract and install and activate the first specified intersection within sixty (60) days following the issuance of permits. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Customer with timely completion of the photo enforcement project, Redflex Traffic Systems requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):

    1.1. Appoint the Redflex Project Manager and a project implementation team;

    1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;

    1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required;

    1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications;

    1.5. Finalize the acquisition of the Approvals;

    1.6. Assist the Customer in developing a public awareness strategy, which may include media and educational materials;

    1.7. Develop the Redlight Violation Criteria in consultation with the Customer;

1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;

1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches;

1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;

1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;

1.13. Deliver the Materials to the Customer;

1.14. Citation processing and citation issuance/re-issuance for Authorized Violations; and

1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and, where applicable, juvenile court personnel.

2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):

2.1.1. Appoint the Project Manager;

2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;

2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;

2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer;

2.1.5. Assist Redflex in seeking the Approvals;

2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;

2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;

2.1.9. Assist Redflex in developing the Redlight Violation Criteria;

2.1.10. Seek approval of the Enforcement Documentation;

2.1.11. The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request;

2.1.12. Yellow Light Timing Review: The Customer is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules;

2.1.13. Provide on-going adequate electrical power in order to operate the systems;

2.1.14. The Customer will allow Redflex to use existing conduit space as available;

2.1.15. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations;

2.1.16. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the systems; and

2.1.17. Customer will provide and install any required enforcement signage.

## EXHIBIT "C"

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.

2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.

3. Redflex shall be responsible for any damage caused to the traffic signal or city infrastructure as a result of the installation of the Redflex System.

4. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.

5. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

## EXHIBIT "D"

COMPENSATION & PRICING

Commencing on the expiration of the Warning Period for each Designated Intersection Approach, Customer shall be obligated to pay Redflex a fixed fee of $ 6,000.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

The Customer agrees to pay Redflex within thirty (30)days after the invoice is received. Customer shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with terms set forth above, to the extent of gross cash received by the Customer from automated red light violations. In the event that a balance remains unpaid due to a deficit in gross cash received by the Customer compared to invoiced amounts, Customer will provide to Redflex, with each monthly payment, an accounting of such gross receipts supporting the amount withheld. Said balance, if any, will carry-over, interest free, month to month, until paid or the contract terminates, at such time any carryover balance will be waived if not satisfied by citations already issued and paid over the course of the subsequent 12 month period.

Standard Interval Price Adjustment

Should, at any point in the term of the agreement or any renewals thereof, a court of final determination in the State of California and/or the California Legislature determine that the pricing structure defined above be invalid, the following compensation and pricing shall be applied in all instances:

Customer and Redflex agree that Customer shall be charged a fixed fee per approach equal to the average sum generated by said approach, but in no event to be less than $5,000.00 or greater than $7,000.00 per approach per month. Further, within 30 days thereafter, Redflex and City agree to meet and negotiate in good faith a fixed price per approach. Thereafter, the fixed price will be revisited at six (6) months, then at yearly intervals under the terms of the contract. Any such adjustment (if applicable) shall be limited to either a maximum of 20% more or less than the initial fixed fee as calculated above (or in prior pricing intervals if applicable) and on a commercially reasonable basis as agreed between the parties. Should the parties, in good faith, not be able to agree upon pricing terms within the parameters outlined above, the agreement shall continue for an additional six (6) month period at the current fixed monthly fee level.

Should at any time the fee generated by the approaches not be sufficient to satisfy the fixed fee of said approaches, the balance will be carried over, interest fee, to the following month until satisfied. Should a balance exist at the termination of the contract, City has an additional eighteen (18) months to satisfy the unpaid balance.

**BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.

2. The pricing will remain fixed for three (3) years. Each year thereafter, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.

3. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.

4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex.

5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.

6. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.

7. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.

8. If a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.

9. EQUITABLE COST RECOVERY by REDFLEX UPON TERMINATION WITHOUT CAUSE by the CITY. In the event the City exercises its right to terminate this Agreement under Section 6.2, Redflex shall be entitled to a cancellation fee for each installed approach which reflects reimbursement of the direct labor costs and direct material costs (not including Equipment costs and salvageable material costs) solely associated with the installation of the Redflex Photo Red Light System at all Intersection Approaches where such system(s) have been installed prior to the effective date of Termination (the "Reimbursable Costs"). Redflex shall provide an itemization of the Reimbursable Costs, with supporting invoices and labor expense documentation, to the City within thirty (30) days of the completion of installation of the Redflex Photo Red Light System at each designated Intersection Approach. Said Reimbursable Costs are currently estimated to equal approximately $50,000 to $80,000 per Intersection Approach but, in no event, shall said amount exceed $80,000 per Intersection Approach. For the purpose of this section, the cancellation fee shall be derived in accordance with the following formula:

   The cancellation fee shall be derived in accordance with the following formula:

   X = the number of months remaining in the Agreement

   Y = the number of months of the Agreement

X/Y = the percentage of remaining Agreement

Z = the Reimbursable Costs per Installed Approach (not to exceed $80,000)

(X/Y)*Z = amount to be paid as cancellation fee

For example, if the Agreement ends on the last day of the 24th month and the Installed Approach was installed in month 12, the cancellation fee would be:

X = 36 (60 months – 24 months transpired under the Agreement).

Y = 60 (number of months of the Agreement).

Z = $60,000 (value of reimbursable costs)

X/Y *Z = (36/60 * $60,000)

Calculation of Fee = $36,000

## Exhibit "E"

Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).

2. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.

3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.

4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.

5. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

## Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:

    - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage, Two Million Dollars ($2,000,000) Products-Completed Operations Aggregate and Two Million Dollars ($2,000,000) General Aggregate;

    - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) combined single limit each accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;

    - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars ($2,000,000) each and every claim and in the Aggregate; and

    - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of California, and Employer's Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) each accident.

2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:

    - The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds;

    - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and

    - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.

3. With respect to the insurance described in the foregoing Section of this **Exhibit E**, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advance by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

5. Certificate of Liability Insurance is incorporated and made part of this Agreement as **Exhibit G**.

## FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, 2010, is entered into by and between the City of _____ (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of _____ and Redflex Traffic Systems, Inc., for Photo Red Light Enforcement Program and Violation Processing Program, dated as of _____, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Multicurrency Credit Agreement, dated as of June 2, 2008 (the "Multicurrency Credit Agreement"), by and among Redflex, as Borrower, the guarantors from time to time party thereto, as Guarantors, the lenders from time to time party thereto, as Lenders (the "Lenders"), and Bank of Montreal, as Administrative Agent (the "Administrative Agent"), pursuant to which the Lenders have provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Multicurrency Credit Agreement, Redflex has granted the Administrative Agent, for the benefit of the secured creditors, a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex will not, by virtue of the Multicurrency Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Administrative Agent has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Administrative Agent, for the benefit of the secured creditors, in all of Redflex's rights and interests under the Agreement pursuant to the Multicurrency Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the City and shall inure to the benefit of the successors and assigns of the Administrative Agent, and to any replacement lenders which refinance Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

| The City: | Redflex: |
|---|---|
| City of Rancho Cordova, a municipal corporation | REDFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation |
| By:_____<br>Name: Ted Gaebler<br>Title: City Manager | By:_____<br>Name: Karen Finley<br>Title: President & CEO |

# MEMORANDUM

**DATE:** February 16, 2010

**TO:** Honorable Mayor and Council Members

**FROM:** Paul Junker, Planning Director

**SUBJECT:** **DISCUSSION OF LAND EAST OF SUNRISE BOULEVARD AND ALONG FOLSOM BOULEVARD REGARDING GENERAL PLAN AMENDMENT (GPA) AND REZONE OF ANNEXATION AREA**

## RECOMMENDATION

That Council consider staff's presentation and provide general direction to guide General Plan Amendment (GPA) and Rezone efforts. No formal action is requested or anticipated.

## RESULT OF RECOMMENDED ACTION

The City has recently completed all approvals for the annexation of land generally east of Sunrise Boulevard and along Folsom Boulevard between Sunrise and Hazel (City Sphere of Influence). Council direction will authorize and provide guidance to staff to amend the General Plan and Zoning regulations that apply to these lands that will become part of the City on July 1, 2010.

## BACKGROUND

The City of Rancho Cordova has completed all required steps and received final approvals from the Sacramento County Local Agency Formation Commission (LAFCo) to annex land within its Sphere of Influence (SOI), land located generally east of Sunrise Boulevard and extending eastward along Folsom Boulevard to Hazel Avenue. The process of annexation began in 2005, with prezoning of SOI land (establishing the zoning that would apply when the land becomes part of the City) completed in 2007.

City staff has worked with affected property owners and is proceeding with amendments to the 2007 prezoning. For reasons further described below, staff is proposing that the previous Sacramento County zoning be reinstated, with some modifications to use regulations and some changes to zoning designations where supported by affected property owners.

While the prezoning was an open process and input of affected property owners was actively sought and received, property owners have recently expressed concerns over prezoning designations during the final stages of LAFCo approval of the annexation in December 2009. Based upon those concerns, staff began a series of meetings with property owners and committed to finding solutions to resolve their concerns.

Over the past two months approximately six staff/property owner meetings have been held and staff is now prepared to offer for Council consideration a series of actions to resolve the concerns of property owners within the SOI. Staff will request Council direction and general concurrence for the suggested strategy and, assuming Council support, will proceed quickly to amend land use regulations that will apply to the annexation area on July 1, 2010 when the annexation formally take effect.

This discussion and Council direction relates specifically to the SOI area to be annexed on July 1, 2010. Additionally, owners of property generally south of White Rock Road and east of Sunrise Boulevard already within the City have expressed the same concerns as SOI property owners over the 2006 rezoning of their properties. Staff anticipates that the solution for the SOI will also be applicable to the south of White Rock lands. However, in the interests of concluding the SOI land use revisions in a timely manner (prior to July 1), staff proposes to complete the south of White Rock revisions as a parallel but separate process. Ideally, actions on these two areas will proceed on the same timeframe, with independent adoption documents.

In both areas, SOI and south of White Rock properties, the prezoning of properties and the amendment of zoning were carried out consistent with the City's 2006 General Plan. As such, amendment of prezoning and zoning designations will also require General Plan amendments (GPA's). Completion of a GPA for the annexation area is assumed within the schedule of completing efforts by July 1, 2010.

## PROPERTY OWNER CONCERNS

Property owners both within the SOI and in the south of White Rock area have expressed concerns very similar to the recent Folsom Boulevard discussion. Specifically, the owner's most common concerns include:

- Non-conforming Use status can create hurtles to property loans/financing
- Concern that existing uses would become illegal
- Uncertainty of uses that would be allowed by right – desire to accommodate all uses allowed under Sacramento County zoning
- Concern that "expanded" uses allowed under prezoning will not actually fit within the existing buildings/yards within the SOI

In earlier discussions (2005 for General Plan and 2006/7 for SOI prezoning), mixed use zoning that allowed commercial and office uses in addition to previously allowed industrial uses appeared to provide significant value. Additionally, the City's liberal position on allowing non-conforming uses to continue and potentially expand addressed concerns related to on-going industrial uses. In today's economy, the potential to create new uses (typically would accompany major new construction) appears to carry little value. Additionally, the potential for non-conforming use status to create obstacles to refinancing property loans. These changes in economic circumstances have substantially changed the affect of the pre-zoning on annexation properties and are driving the need to amend the General Plan and the prezoning of the SOI.

## PROPOSED SOLUTIONS

Based upon discussions with property owners and reflection upon the City's goals and priorities, staff proposes to largely return to previous County zoning designations, with some modifications that would facilitate securing new businesses and would allow some of the flexibility provided under the City's mixed use zoning districts.

The majority of land owner interest has focused on industrial zoning designations – Light Industrial (M-1) and Heavy Industrial (M-2). However, the SOI also includes land zoned by the County as Auto Commercial (AC), Limited Commercial (LC), Business Park (MP) and Residential (RD-40).

In some cases the existing buildings and their current uses fit well within the County zoning designation. In such cases, staff supports a revision to the County zoning. In other cases, development has occurred subject to individual project approvals that are in conflict with the applicable zoning designation (commercial format uses on north side of Folsom Boulevard that are zoned M-2). In these cases staff proposes to work with individual property owners to identify the most appropriate zoning designation.

City staff is currently working with affected property owners to determine the best solution for different areas within the SOI. It is noteworthy that while many comments have been made requesting that industrial uses be validated, staff has received numerous comments that recognize the benefits of the City's mixed use districts and staff will, to the extent feasible, support alternative zoning that varies from previous County zoning designations. However, the default position is to change back to County zoning unless circumstances offer a compelling reason to consider other designations.

Staff will offer greater detail on the mechanics of amending the SOI prezoning at the February 16, 2010 Council meeting. It is currently anticipated that the City's zoning code will be modified to incorporate County zoning districts as needed and that the County M-1 and M-2 use tables (detailed list of allowed and conditionally allowed uses) will be added to the City zoning code as an appendix. This solution allows the City to retain its streamlined zoning code format while providing assurances to property owners on whether or not specific uses are allowed within M-1 and M-2.

## PROPOSED REVISIONS TO COUNTY INDUSTRIAL USE REGULATIONS

The City had sought to promote investment and attract new jobs and services within Rancho Cordova through its mixed use zoning districts by expanding the list of allowed uses and creating greater opportunities for property owners. The City continues to embrace these goals and staff proposes that, to the extent feasible, additional flexibility be included in County zoning regulations. Based upon landowner comments and staff's experiences with project applicants, the following modifications are proposed to the M-1 and M-2 land use regulations:

- Increase allowed by right incidental (related to primary use) retail, showroom, service and office uses to 35% percent of floor area.

- Allow up to 100% retail, showroom, service and/or office use subject to approval of a Limited Use Permit, subject to property meeting applicable development standards (parking, landscaping, etc.).

- Add use category of "Manufacturing, Food Products" that would address packaging and production of food and beverages allow subject to approval of either a Limited Use Permit or a Conditional Use Permit in M-1 and M-2.

## MODIFY CONVENTION OVERLAY DISTRICT BOUNDARY

The City's General Plan and its current prezoning apply the Convention Overlay District to specific parcels generally adjacent to Sunrise and Folsom Boulevards. While many of the City's newer zoning designations are intended to create new opportunities and expand potential uses, the Convention Overlay District is restrictive in character and intended to promote a specific set of uses in a highly visible portion of Rancho Cordova.

While the Convention Overlay District has the potential to create a vibrant collection of business-oriented uses near the Sunrise/Highway 50 interchange, the regulations could inhibit the near term occupancy of local businesses east of Sunrise Boulevard. Therefore, staff proposes to modify the boundary of the Convention Overlay District such that it does not extend into the SOI. This amendment would allow the City to retain the Convention District concept, but would eliminate negative effects on the SOI properties.

## ENVIRONMENTAL REVIEW

The City's General Plan EIR considered land uses within the City and within the SOI. The EIR's analysis was based on the more intensive uses described under the General Plan's mixed use designations. As such, it is likely that the General Plan EIR analysis has considered a more intense development scenario than the predominantly industrial zoning now under consideration. Therefore, staff anticipates the process of environmental review will tier from the General Plan EIR and will be a relatively streamlined process.

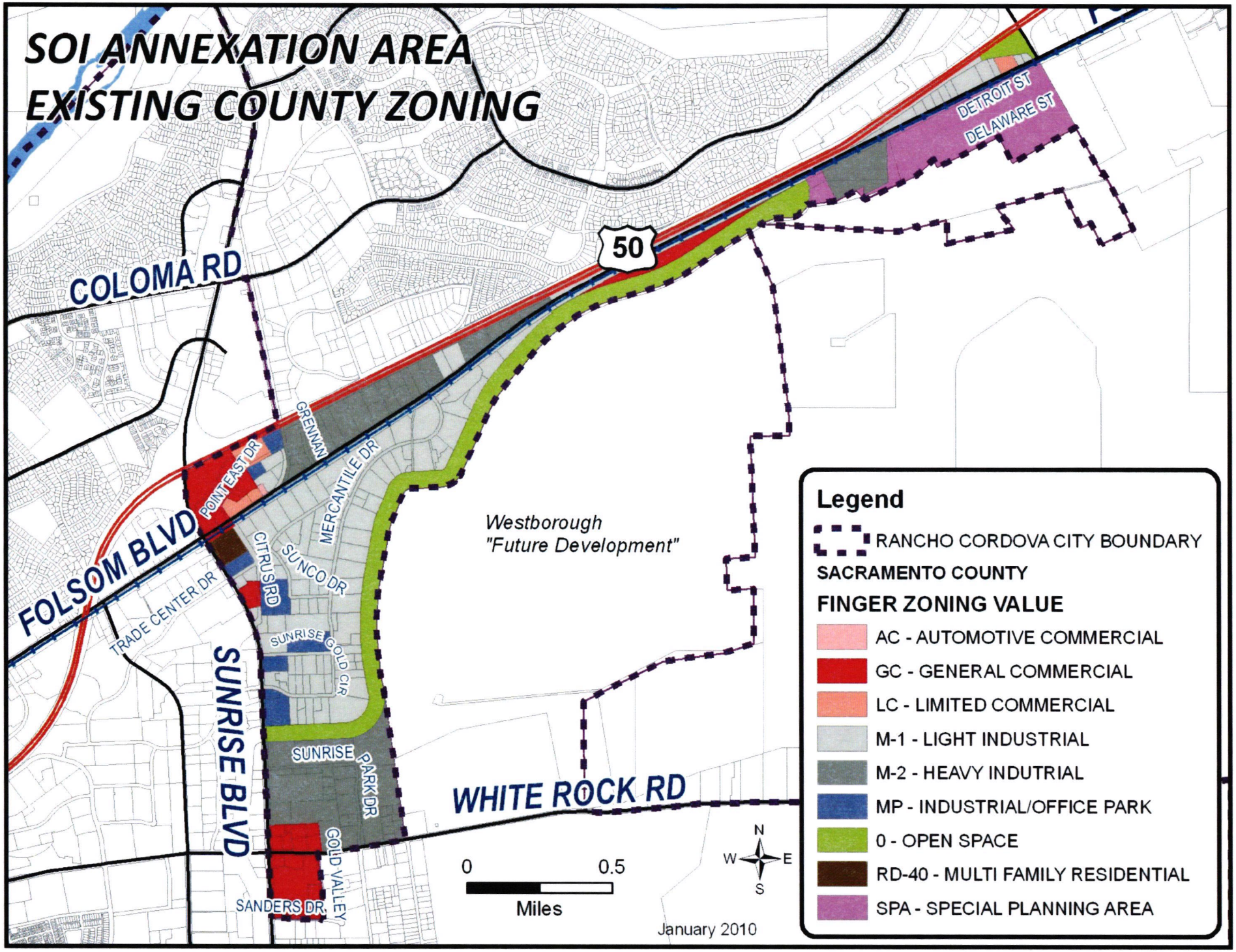
## NEXT STEPS

Assuming Council support for staff's proposals, staff will focus and refine specific amendments to the City zoning code and General Plan, and to the County's M-1 and M-2 use tables, by the end of February. In order to meet the target of amended land use regulations in place on July 1, the Council must conduct first reading of ordinances on May 3 and complete approval actions on May 17. In order to meet July 1 target date, it will be necessary for the City to reach consensus on proposed revisions quickly. As such, staff has made clear to property owners that the scope of revisions to County zoning designations and regulations must be relatively narrow. Staff has committed to include enhancements to the County regulations as feasible, but has noted that there are limits to the changes that can occur within the proposed GPA/rezone schedule.

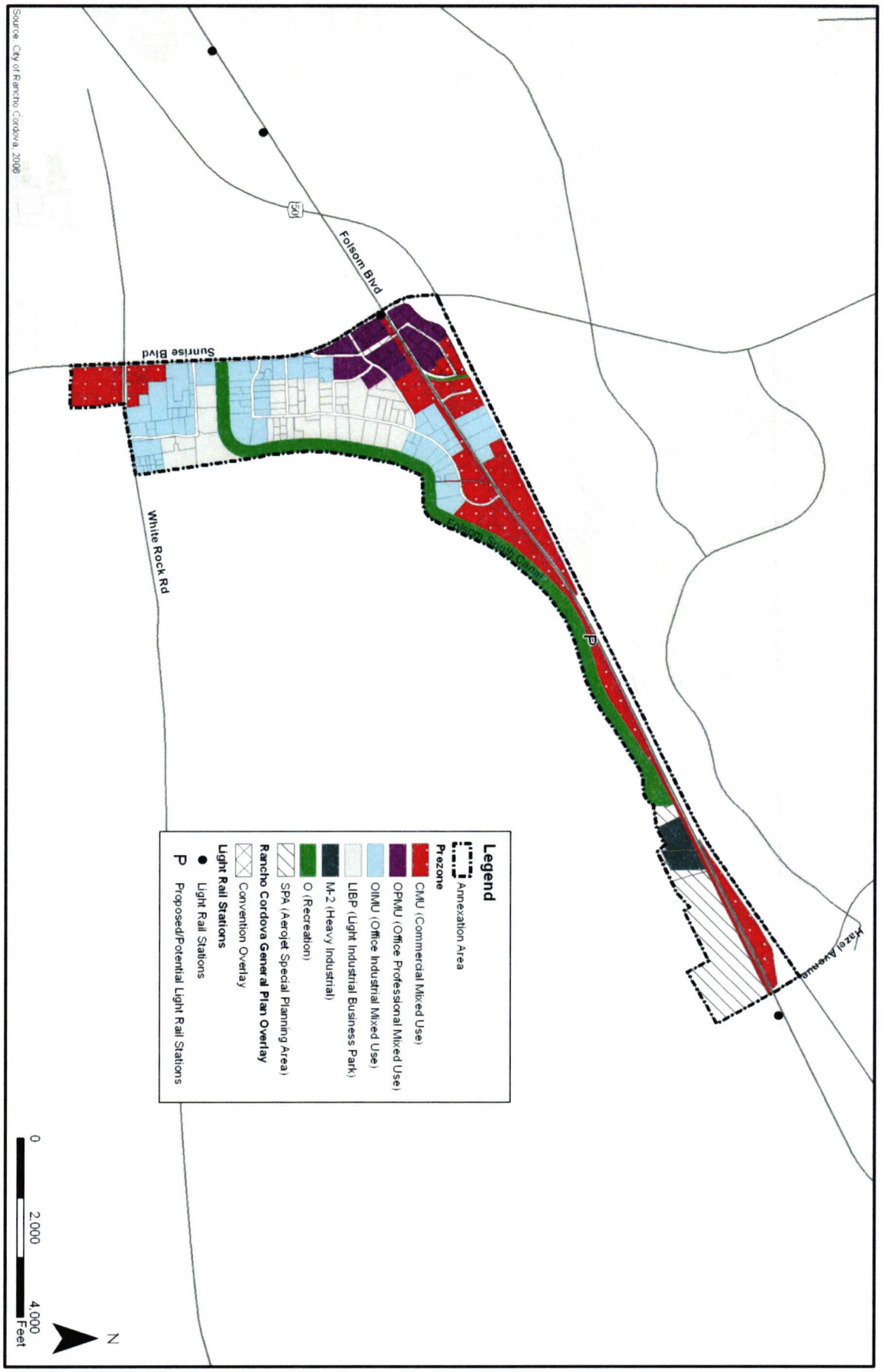
## ATTACHMENTS

1. Annexation Area (SOI) County Zoning Designations
2. Annexation Area (SOI) 2007 City Prezoning
3. Convention Overlay District Boundaries

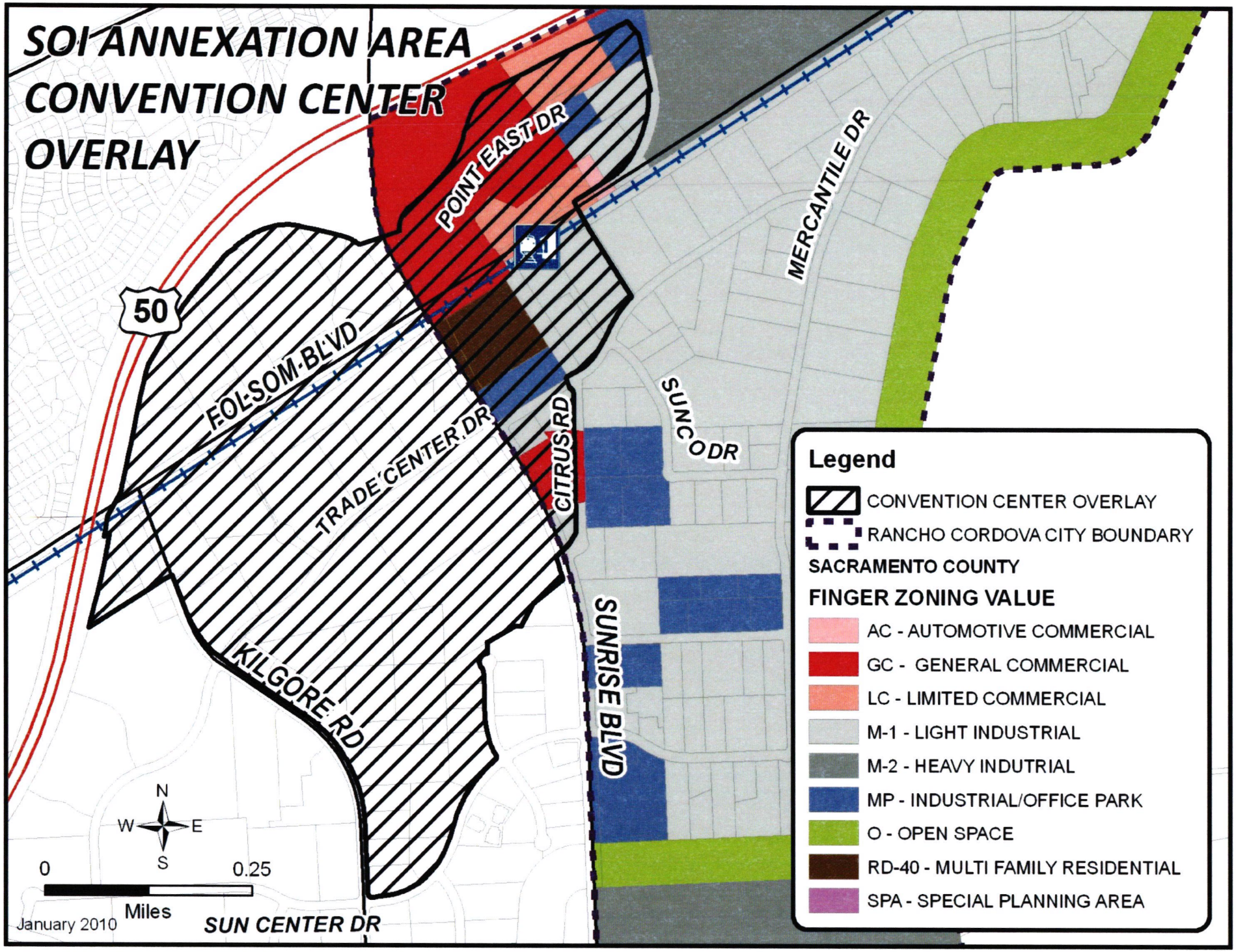
ATTACHMENT 1



**ATTACHMENT 2**



ATTACHMENT 3



AGENDA ITEM 8.3
SR Supplemental 1

**W.C. MALONEY, INC.**

February 10, 2010

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA. 95670
Attn: David Gassaway

Subject: ***Urban Infill Bid Result Protest***

David,

This letter will serve as a notification of protest for the Urban Infill Project bid results. On January 29, 2010, our office received the bid results along with check boxes for the documents included in each bid package (see attached bid results). Bidder A did not sign the non-lobbying form which should make their bid non-responsive. Bidder B did not sign the local agency and child support forms. Bidder C submitted a complete bid package with all the signatures required in accordance with the bid instructions and should be awarded the project. Please review our protest and respond accordingly.

Please contact me if you have any questions or if I can be of any further assistance.

Sincerely,

W. Curtis Maloney
President

**Office (209) 942-1129** • Fax (209) 942-2579
Contractor No. 718243
P.O. Box 30326 • Stockton, California 95213-0326

## Urban Infill Demolition
**Rancho Cordova City Hall**
**2729 Prospect Park Drive, Rancho Cordova, CA 95670**
**January 15, 2010**

| Letter Designation | Contractor | Base Bid Amount | List of Subs | Equal Opportunity Certification | Public Contract Code | Non-Collusion Affidavit | Deberment | Non-Lobbying | Bid Bond | Local Agency Commitment | Child & Spousal Support |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | Double B Demolition Inc. | $134,246.00 | x | x | x | x | x | x - not signed | x | x | x |
| B | Pantano Excavation | $138,283.00 | x | x | x | x | x | x | x | | |
| C | W.C. Maloney Inc. | $149,777.00 | x | x | x | x | x | x | x | x | x |
| D | PnP Building Wrecking Inc. | $167,400.00 | x | x | x | x | x | x - not signed | x | | |
| E | All Cal Demolition | $170,024.00 | x | x | x | x | x | | x | | |
| F | Doug Veerkamp General Engineering Inc. | $226,100.00 | x | x | x | x | x | x - not signed | x | x | x |
| G | Evans Brothers Inc. | $229,500.00 | x | x | x | x | x | x | x | | x |
| H | Delta Oilfield Services Inc. | $234,990.00 | x | x | x | x | x | x - not signed | x | x | x |
| I | All Clear Inc. | $249,900.00 | x | x | x | x | x | | x | x | |
| J | GW Demolition Inc. | $262,680.00 | x | x | x | x | x | x | x | | |
| K | Walberg Inc. | $366,813.03 | x | x | x | x | x | x - not signed | x | x | x |

Attendees:
Bren Lehr, Deupty City Clerk
Aimee Kellerman, Administrative Secretary
Ryan Taylor, Code Enforcement Officer
Anthony Tassano, Associate Civil Engineer
David Gassaway, Housing Services Assistant

Bren Lehr, Deputy City Clerk

1/15/2010
Date

AGENDA ITEM 8.3
SR Supplemental 2

**Ken Cooley**
*Mayor*

**Robert McGarvey**
*Vice Mayor*

**Linda Budge**
*Council Member*

**David Sander**
*Council Member*

**Dan Skoglund**
*Council Member*

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

February 10, 2010

VIA US MAIL

WC Maloney, Inc.
P.O. Box 30326
Stockton, California 95213-0326
Attn: Rob Kay and W. Curtis Maloney

**Re: *Response to Bid Protest for Urban Infill Demolition Project***

Dear Mr. Maloney:

This letter is sent on behalf of Rancho Cordova ("City") in response to your correspondence dated February 10, 2010, and received February 10, 2010, regarding a bid protest by WC Maloney, Inc. ("WC Maloney") on the Urban Infill Demolition Project.

In your letter, you contend that the apparent lowest bidder, Double B Demolition, Inc. (referred to as "Bidder A" in your letter), submitted an unresponsive bid on the basis that: *"Bidder A did not sign the non-lobbying form which should make their bid non-responsive."*

The City has carefully reviewed your bid protest. In consultation with staff and the City Attorney's Office, the City has determined that any irregularities in Double B Demolition, Inc's. bid are inconsequential and hereby reject your bid protest. Public entities have some discretion in interpreting and enforcing their bidding rules, including the right to waive inconsequential bid irregularities. The court in *McM Construction, Inc. v. City and County of San Francisco* ("*McM*") (1998) 66 Cal.App.4th 359 at 369 held that the rule of strict compliance with bidding requirements does not preclude a contracting entity from waiving inconsequential deviations. The court further held that, "... [T]he deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids ..." *Id.* at 370. The facts in *McM* involved a deviation from bidding requirements in listing the dollar amount of work to be done by subcontractors. The court found the deviation inconsequential. This affirms the court's analysis two years earlier in *Ghilotti Construction Co. v. City of Richmond* (1996), 45 Cal.App.4th 897:

> [I]t is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.

*Id.* at 904. The discrepancies you noted in Double B Demolition, Inc's. bid neither had any bearing on the price of the contract nor provided Double B Demolition, Inc. with an advantage over other bidders.

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

**Ken Cooley**
*Mayor*

**Robert McGarvey**
*Vice Mayor*

**Linda Budge**
*Council Member*

**David Sander**
*Council Member*

**Dan Skoglund**
*Council Member*

It should be noted that Double B Demolition, Inc. has subsequently submitted a signed copy of the Disclosure of Lobbying Activities form.

Finally, staff has taken your bid and bid protest seriously. The City is committed to providing all bidders a fair opportunity to bid on and be awarded its numerous projects. It is in the City's best interest to have a robust bidding environment. To that end, staff has worked and continues to work diligently towards making sure all bids are handled consistently and fairly.

Also, please be advised that the bidder you reference as Bidder B, in your protest letter, was not the lowest bidder therefore is not being considered for the contract.

The City reiterates its position that your bid protest on the Urban Infill Demolition Project is rejected without merit, but encourages WC Maloney to consider bidding on future projects.

Please contact me if you have any questions.

Very truly yours,

Reed Flory

Reed Flory
Housing Services Administrator

cc: Ted Gaebler, City Manager
Curt Haven, Economic Development Director
Adam Lindgren, City Attorney



2729 Prospect Park Drive Rancho Cordova, CA 95670 (916) 851-8700 Fax (916) 851-8787 www.cityofranchocordova.org

# City of Rancho Cordova
# City Clerk's Department

The City Clerk's Department strives for exceptional responsiveness to the citizens of Rancho Cordova, our policy makers, and fellow staff. Our forward thinking focus provides the framework for an open and neutral approach to conducting City Council meetings, recording and maintaining accurate City history, conducting impartial elections, and efficient processing of administrative duties in accordance with applicable laws and regulations. We are committed to continually expanding our knowledge to better support the community we serve. We pride ourselves in being an innovative team with remarkable customer service.

## Mission Statement

The mission of the City Clerk's Department is to provide extraordinary customer service, to conduct ourselves with individual excellence, and to focus on building professional relationships with City Council members, colleagues and the public.

## Vision Statement

The vision of the City Clerk's Department is to become known for the exceptional value we bring to citizens, City Council, colleagues, and our profession.

## Our Values Are...

- Proactive and Forward Thinking
- Accurate and Efficient
- Open, Neutral, and Impartial
- Exceptional Responsiveness
- Continual Expansion of Knowledge
- Collaborate for Win-Win Results
- Conduct Duties of the City Clerk with Excellence, Professionalism, and Integrity

# City Clerk's Department Update

**February 16, 2010 City Council Meeting**

Mindy Cuppy, City Clerk
Bren Lehr, CMC, Deputy City Clerk
Aimee Kellerman, Administrative Secretary

## History of the City Clerk

- **The City Clerk, along with the Tax Collector, is the oldest of municipal servants, predating biblical times and the written word.**
- Early keepers of the archives were often called "Remembrancers" and before writing came into use, their memory was the public record.
- **Ancient Greece had a City Secretary who read official documents publicly and who, at the beginning of meetings, proclaimed a curse on anyone who should seek to deceive the people.**
- The Office of Clerk can be traced back to 1272 A.D. in the History of the Corporation of Old London.
- When the early colonists came to America, they set up forms of local government to which they were accustomed, and the office of Clerk was one of the first established.
- **Today, there is a City Clerk in every incorporated city or township in the United States, and there are Clerks in cities around the world.**

## Professional Associations

- International Association of Administrative Professionals (IAAP)
  - Founded in 1942 as the National Secretaries Association to provide a professional network and educational resources for secretarial staff.
- City Clerk's Association of California (CCAC)
  - Founded in 1977 with a mission of promoting the profession of City Clerks through education, support, and communication
- International Association of Municipal Clerks (IIMC)
  - Founded in 1947 with a primary goal to actively promote the continuing education and professional development of Municipal Clerks through extensive education programs, certification, publications, networking, annual conferences, and research
    - Current President Vice President – Representing CA Clerks: Colleen J. Nicol, MMC, City Clerk, City of Riverside

Office Systems & Tech.
Office Administration
Management

2/16/2010

## Professional Certifications

- Certified Professional Secretary (CPS)
  - Aimee Kellerman, Administrative Secretary
- Certified Municipal Clerk (CMC)
  - Mindy Cuppy, City Clerk
- Master Municipal Clerk (MMC)
  - Bren Lehr, CMC, Deputy City Clerk

- Certification granted through IAAP - International Association of Admin. Prof.
- 3 Part Exam
- Approximately 27,400 Active CPS Holders
- California is No. 3 out of Top 10 with most active holders
- Nine in study group 7 passed
- May 8 - Exam Date
- 4 years of Administrative ~~Duties~~ support on the job training

## Mission, Vision, Values

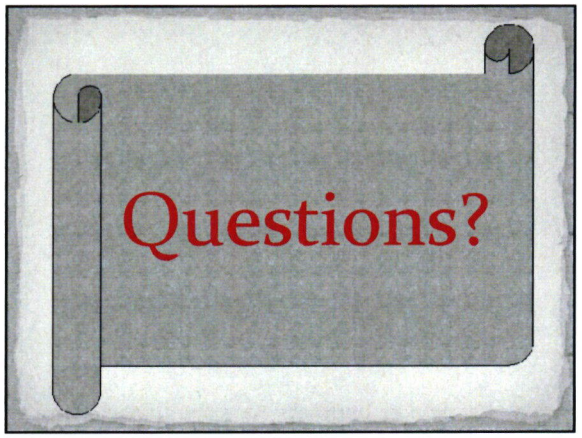
- Our Mission...
  - The mission of the City Clerk's Department is to provide extraordinary customer service, to conduct ourselves with individual excellence, and to focus on building professional relationships with City Council members, colleagues and the public.
- Our Vision...
  - The vision of the City Clerk's Department is to become known for the exceptional value we bring to citizens, City Council, colleagues, and our profession.
- Our Values...
  - Proactive and Forward Thinking
  - Accurate and Efficient
  - Open, Neutral, and Impartial
  - Exceptional Responsiveness
  - Continual Expansion of Knowledge
  - Collaborate for Win-Win Results
  - Conduct Duties of the City Clerk with Excellence, Professionalism, and Integrity

## Accomplishments

- City Council Conference and Meeting Calendar to Outlook
- Implementation of Historical Archives Processing
- Passport Processing
  - Certification of Passport Agents: Mindy Cuppy, Aimee Kellerman, Marta Boerger, and Olivia Le Bel
- Began Approval of Destruction of Agenda Packets in April 2009
- Knowledge Sharing and Streamlining of Processes
- Posting of Proclamations to City's Website
- Administered May 19, 2009 Special Election

Visionary Best Practices:

- iPad
- Agenda Management Software


Questions?