



CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO
THE CRA/RCFC

Monday, March 18, 2013

5:30 PM – Regular Meeting / Special Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

S	M	T	W	T	F	S
		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
					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		

S	M	T	W	T	F	S
					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
	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
			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
						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
	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
				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
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
		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
					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
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				

CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Thurs, Dec 26 - Tues, Dec 31 Winter Break

2014 - Proposed

S	M	T	W	T	F	S
			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
						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	

S	M	T	W	T	F	S
						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
		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
			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
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
	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
					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
	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
		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
						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
	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			

CITY HALL CLOSURE DATES

Wed, Jan 1 - New Year's Day
Mon, Jan 20 - Martin Luther King Jr. Day
Mon, Feb 17 - President's Day
Mon, May 26 - Memorial Day
Fri, Jul 4 - Independence Day
Mon, Sep 1 - Labor Day
Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksgiving Day
Fri, Nov 28 - Day After Thanksgiving Day
Wed, Dec 24 - Christmas Eve
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

S	M	T	W	T	F	S
			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
1						
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

S	M	T	W	T	F	S
1						
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
		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
			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
	1					
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
	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
						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
	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
		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
---	---	---	---



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

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

Monday, March 18, 2013

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

**Followed by Special Meeting
David B. Roberts Council Chambers**

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The 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

Pastor Dustin Larsen from First Covenant Church will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Appreciation to Former Assembly Member Alyson Huber.
- 5.2 Presentation Regarding Trim Your Waste Contest by Allied Waste Services Community Relations Manager, Heather Pollock.
- 5.3 Presentation of Proclamation in Support of Creek Week to Christy Probst, Sacramento Area Creeks Council Committee Member.
- 5.4 Rancho Cordova Chamber of Commerce Education Committee will Present on a Recently Completed Project. David Reid, Chair of the Committee will be Joined by Several Members of the Education Committee.

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 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 - ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes of March 4, 2013 Regular Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** A Resolution Authorizing a 2nd Amendment to the Professional Services Agreement with Stricker Cato Murphy Architects, P.S., Which Will Allow for the Provision of Extra Funding for Revised Sprinkler Design Services Needed for the Horizons @ New Rancho Senior Multi-family Housing Project.
Recommendation: Adopt Resolution No. 32-2013.
Result of Recommended Action: Stricker Cato Murphy Architects, P.S. will continue to provide architectural and contracts management services for the Horizons @ New Rancho senior housing project, and will allow for revised fire sprinkler design for the project consistent with the 2010 edition of the National Fire Protection Association Standards #13R, and RADCO requirements.
Staff Report: Dana Grossi, Housing Services Assistant; Jessica Hayes, Housing and Community Development Specialist.
Advances Goals: 1, 2, 3, and 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Blue Front Recycling Company Conditional Use Permit; Project No. DD7684 – Located at 10971 Olson Drive – Continued from February 4, 2013 and February 19, 2013.

Recommendation: Staff recommends that the City Council:

1. Adopt the attached Resolution 35-2013 Denying Blue Front Recycling Company Conditional Use Permit, Project No. DD7684 located at 10971 Olson Drive.
2. Direct Planning staff to evaluate potential alternative locations for a certified recycling center.

Result of Recommended Action: The recommended action will deny the request for the Blue Front facility at the proposed location. Because State law requires that consumers have convenient access to recycling facilities, an alternative solution is required. Until such time as a consolidated recycling facility is established in a suitable location, the State will require affected store to either provide in-store recycling or to pay a fee of \$100 per day to the State.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, and 6.

11. REGULAR CALENDAR ITEMS

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Major Development Projects.

14. ADJOURN TO WORK SESSION

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

15. WORK SESSION - CALL TO ORDER/ROLL CALL

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

16. SPECIAL MEETING ITEM

- 16.1 Update on Ethics, Transparency and Governance.

17. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
<i>Tuesday, March 26, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Housing Element</i>
<i>Monday, April 1, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, April 9, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Sidewalk Maintenance Policy and Private Business Directional Wayfinding Sign Policy</i>
<i>Monday, April 15, 2013</i>	<i>City Council Regular Meeting – CANCELLED</i>
<i>Tuesday, April 23, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, May 6, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, May 14, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>
<i>Monday, May 20, 2013</i>	<i>City Council Special Meeting (12:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, May 28, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM)</i>

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(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
Housing Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the 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 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, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, March 18, 2013 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, March 14, 2013 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Thursday, March 14, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk



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

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

Monday, March 04, 2013

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:37 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander.

Council Members Absent: Terry.

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Chinn, Junker, Silva, Gassaway, Simpson, Sparkman, Ingalls, George, Blair, Haven, Hadley, Richeal, Holt, Stephens, Baxter.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Russ Blair, Sacramento Metro Fire, led the pledge.

4. INVOCATION

Michele Zumwalt from Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Appreciation to Former Assembly Member Alyson Huber was not done this evening.

6. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following individuals addressed the council:

- James Day regarding U-Haul dealerships and local small business owners.
- John Brummer thanking the City Council and City for support to the youth in our community.

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 4:0 roll call vote (Terry absent).

- 8.1 **Subject:** Meeting minutes: of February 19, 2013 Regular Meeting, February 22, 2013 Special Meeting and February 26, 2013 Special Meeting.
Recommendation: Adopt minutes.

- 8.2 **Subject:** Ordinance to Amend Section IV.E Nonconforming Uses and Structures of the Folsom Boulevard Specific Plan.
Recommendation: Waive Second Reading and Adopt Ordinance No. 6-2013.
Result of Recommended Action: Adoption of this Ordinance will amend the Section IV.E of the Folsom Boulevard Specific Plan. The amendment will allow for relocation of nonconforming uses when legally mandated by certain specific Government Code requirements.
Staff Report: Jessica Jordan, Senior Planner.
Advances Goal: 6.

- 8.3 **Subject:** Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services)
Recommendation: Waive second reading and adopt Ordinance No. 2-2013 levying a special tax within Community Facilities District No. 2013-2 (Police Services).
Result of Recommended Action: The special tax levy is for the purpose of funding police service costs necessary for the benefit of residents in the CFD. The actions also result in the establishment of a future annexation area which allows the processing of future annexations in an efficient manner. Formation of this district will result in a switch in the Police Services funding mechanism from special district financing to CFD financing for all future development projects. There is no financial impact to existing residents.
Staff Report: Donna Silva, Finance Director and Michelle Mingay, Senior Finance Analyst.

Advances Goals: 2 and 5.

- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute an On-Call Contract to Wood Rodgers, Inc. for Surveying and Civil Engineering Design Services in the Amount of \$300,000.

Recommendation: Adopt Resolution 23-2013.

Result of Recommended Action: Adoption of a resolution will authorize the City Manager to execute an agreement with Wood Rodgers, Inc. for on-call surveying and civil engineering design services in the amount of \$300,000.

Staff: Cyrus Abhar, Public Works Director.

Advances Goal: 5.

- 8.5 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Nullifying Resolution 21-2013 and Authorizing Execution of a Three Year General Services Agreement with Roush Landscape Services for Landscape Maintenance Services.

Recommendation: Adopt Resolution 31-2013.

Result of Recommended Action: Resolution 21-2013 nullified and City Manager will be authorized to execute Contract 10-2013, a Professional Services Agreement, with Roush Landscape Services in an amount not to exceed \$900,000 to maintain all landscaped medians and roadway frontages owned by the City of Rancho Cordova.

Staff Report: David Gassaway, Public Works.

Advances Goals: 1, 2, and 5.

- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute Second Amendment and Restatement of Memorandum of Understanding (MOU) and Cooperative Agreement Between the City of Rancho Cordova (City) and the Cordova Recreation and Park District (CRPD) to Extend the Expiration Date to June 30, 2013.

Recommendation: Adopt Resolution No. 30-2013

Result of Recommended Action: Adoption of this resolution will extend the April 30, 2012 expiration date to June 30, 2013. This extension will allow CRPD to complete the Hagan Park Picnic Pavilion project.

Staff Report: Joe Chinn, Assistant City Manager.

Advances Goals: 2 and 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

ACTION: Motion to Table by Sander second by McGarvey;
Carried by a 4:0 vote (Terry absent).

- 9.1 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection Services) - Continued from January 22, 2013 and February 4, 2013.

Recommendation: Staff recommends Council adopt the following resolutions:

1. Resolution of formation of community facilities district and to levy a special tax in Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 4-2013)
2. Resolution calling for a special election in Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 5-2013).
3. Resolution declaring election results of Community Facilities District No. 2013-1 (Storm and Flood Protection Services). (Resolution No. 6-2013).
4. Waive first reading and introduce Ordinance No. 1-2013 levying a special tax within

Community Facilities District No. 2013-1 (Storm and Flood Protection Services).

Result of Recommended Action: Action on these items will complete the formation of the CFD, authorize a landowner vote which if successfully passed authorizes the levy of a special tax on a specific project included in the CFD. The special tax levy is for the purpose of paying for maintenance of public storm drain and flood protection improvements incident to development in the CFD. The actions also result in the establishment of a future annexation area which allows the processing of future annexations in an efficient manner. There is no financial impact to existing residents.

Staff Report: Cyrus Abhar, Public Works.

Advances Goal: 5.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** An Urgency Ordinance of the City of Rancho Cordova Establishing a Temporary Moratorium on the Establishment and Operation of Computer Gaming and Internet Access Businesses, to Become Effective Immediately.

Recommendation: Adopt Urgency Ordinance No. 5-2013, establishing a temporary moratorium on the establishment and operation of Computer Gaming and Internet Access Businesses pending the review and possible amendment of zoning regulations applicable to this type of establishment.

Result of Recommended Action: Adoption of this Ordinance will establish a forty-five (45) day temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses. This moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) study the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) study and determine what local regulations may be appropriate or necessary for Computer Gaming and Internet Access Businesses; (4) study and determine the appropriate zoning and location for these types of businesses; and (5) determine appropriate measures to ensure the protection of public health, safety and welfare.

Staff Report: Paul Junker, Planning Director and Adam U. Lindgren, City Attorney.

Advances Goals: 1 and 2.

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

- Brandon Barrett regarding Sweepstakes Cafes.

Mayor Budge closed the public comment period.

ACTION: Motion to approve by McGarvey second by Skoglund;
Carried by a 4:0 roll call vote (Terry absent).

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Budge asked that we have a discussion about the potential for banning plastic bags.

13. CITY MANAGER'S REPORT

NONE.

14. ADJOURNMENT

Mayor Budge adjourned the meeting in memory of Sam Cocks at 6:40 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: March 18, 2013

TO: Honorable Mayor and Council Members

FROM: Dana Grossi, Housing Services Assistant
Jessica Hayes, Housing and Community Development Specialist

SUBJECT: A RESOLUTION AUTHORIZING A 2nd AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STRICKER CATO MURPHY ARCHITECTS, P.S., WHICH WILL ALLOW FOR THE PROVISION OF EXTRA FUNDING FOR REVISED SPRINKLER DESIGN SERVICES NEEDED FOR THE HORIZONS @ NEW RANCHO SENIOR MULTI-FAMILY HOUSING PROJECT

RECOMMENDATION

Adopt Resolution No. 32-2013

RESULT OF RECOMMENDED ACTION

Stricker Cato Murphy Architects, P.S. will continue to provide architectural and contracts management services for the Horizons @ New Rancho senior housing project, and will allow for revised fire sprinkler design for the project consistent with the 2010 edition of the National Fire Protection Association Standards #13R, and RADCO requirements.

BACKGROUND

Resolution No. 83-2012, adopted on August 20, 2012, amended contract No. 55-2012 (**Attachment 2**) with Stricker Cato Murphy Architects, P.S. (SCMA) from \$86,000.00 to \$242,427.00 (First Amendment). This contract amendment made it possible for the City to include sub-consultants (e.g. civil and structural engineers, mechanical, electrical, plumbing, and fire sprinkler engineers) under the existing contract (**see Attachment 3, Contract No. 55-2012-1**). The inclusion of subconsultants under SCMA's contract ensured that all of the required Federal and State grant language was passed down to applicable contractors, sub-contractors, and sub-consultants involved in the design process.

Resolution No. 32-2013, if adopted, would further amend this contract to include revised fire sprinkler design services needed for the Horizons @ New Rancho senior housing project (**see Attachment 4, Proposed Contract No. 55-2012-2**). Contract No. 55-2012-2 would increase the total cost by \$6,820.50 to accommodate the revised design services and calculations. This contract amendment would change the total contract amount from \$242,427.00 (First Amendment) to \$249,247.50 (Second Amendment, proposed). The revised fire sprinkler design services would be provided by Fireguard Engineering.

ATTACHMENTS

1. Resolution 23-2013
2. Stricker Cato Murphy Architects, P.S. – Contract No. 55-2012
3. Stricker Cato Murphy Architects, P.S. – Contract No. 55-2012-1
4. Stricker Cato Murphy Architects, P.S. – Contract No. 55-2012-2 (Proposed)

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 32-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH STRICKER CATO MURPHY ARCHITECTS, P.S., WHICH WILL ALLOW
FOR THE PROVISION OF EXTRA FUNDING FOR REVISED SPRINKLER DESIGN
SERVICES NEEDED FOR THE HORIZONS @ NEW RANCHO SENIOR MULTIFAMILY
HOUSING PROJECT**

WHEREAS, the City of Rancho Cordova would like enact a second amendment to the Professional Services Agreement with Stricker Cato Murphy Architects, P.S. (SCMA), to accommodate the need for revised fire sprinkler design and calculation services for the Horizons @ New Rancho senior housing project; and

WHEREAS, the revised design services and calculations will be consistent with the 2010 edition of the National Fire Protection Association Standards #13R, and RADCO requirements; and

WHEREAS, these revised services will increase the total contract amount by \$6,820.50 for a total contract amount of \$249,247.50; and

WHEREAS, those services will exceed the maximum amount the City Manager has the authorization to approve; and

WHEREAS, execution of this second amendment Professional Services Agreement with SCMA will allow for the completion of the plans and specs necessary for building permits along with construction supervision during the development of the Horizons @ New Rancho project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City's Housing Services Division to amend the contract with Stricker Cato Murphy Architects, P.S. in a form approved by the City.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CONTRACT NO.: 55-2012

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
STRICKER CATO MURPHY ARCHITECTS, P.S.**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Stricker Cato Murphy Architects, P.S. ("Architect") as of August 10, 2012.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on August 10, 2013, the date of completion specified in Exhibit A, or on the date of assignment by Urban Housing Communities ("Developer"), and Architect 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 for in Section 8, or the agreement is assigned, as provided for in Section 10. The time provided to Architect to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Architect shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Architect is engaged in the geographical area in which Architect practices its profession. Architect shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Architect's profession.
- 1.3 **Assignment of Personnel.** Architect shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Architect shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Architect shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Architect's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Architect a sum not to exceed \$84,000.00, notwithstanding any contrary indications that may be contained in Architect's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Architect's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Architect for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Architect for services rendered pursuant to this Agreement. Architect shall submit all invoices to City

CONTRACT NO.: 55-2012

in the manner specified herein. Except as specifically authorized by City, Architect shall not bill City for duplicate services performed by more than one person.

Architect and City acknowledge and agree that compensation paid by City to Architect under this Agreement is based upon Architect's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Architect. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Architect and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Architect shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Architect and each employee, agent, and subcontractor of Architect performing services hereunder, as well as a separate notice when the total number of hours of work by Architect and any individual employee, agent, or subcontractor of Architect reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Architect's signature.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Architect.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Architect pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Architect in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

CONTRACT NO.: 55-2012

In no event shall Architect submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Architect on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$2,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Architect is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Architect terminates this Agreement pursuant to Section 8, the City shall compensate the Architect for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Architect shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Architect is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Architect shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Architect only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Architect's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Architect, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Architect and its agents, representatives, employees, and subcontractors. Architect shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Architect shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Architect's bid. Architect shall not allow any subcontractor to commence work on any

CONTRACT NO.: 55-2012

subcontract until Architect has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Architect, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

CONTRACT NO.: 55-2012

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

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

4.3 Professional Liability Insurance. Architect, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

CONTRACT NO.: 55-2012

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Architect must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Architect's sole cost and expense, any extended reporting provisions of the policy, if the Architect cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Architect shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

4.4.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Architect may increase such deductibles

CONTRACT NO.: 55-2012

or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Architect procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

Section 5. INDEMNIFICATION AND ARCHITECT'S RESPONSIBILITIES.

5.1 General Requirement. Architect shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Architect or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Architect shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Architect or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Architect to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Architect from liability under this indemnification and hold

CONTRACT NO.: 55-2012

harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Architect acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 PERS Indemnification.** In the event that Architect or any employee, agent, or subcontractor of Architect providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Architect shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Architect or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, Architect's duties to indemnify, defend and hold harmless the City shall be limited to the extent the services provided pursuant to this Agreement are "design professional services" subject to Section 2782.8 of the California Civil Code. In accordance with Civil Code Section 2782.8, Architect shall, to the fullest extent allowed by law, with respect to all design professional services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, ("Claims"). Architect will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 6. STATUS OF ARCHITECT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Architect shall be an independent contractor and shall not be an employee of City. City shall have the right to control Architect only insofar as the results of Architect's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Architect accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Architect and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Architect shall not allow any employee to become eligible for a claim for PERS benefits.

CONTRACT NO.: 55-2012

- 6.2 **Architect No Agent.** Except as City may specify in writing, Architect shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Architect shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Architect and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Architect's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Architect and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Architect represents and warrants to City that Architect and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Architect represents and warrants to City that Architect and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Architect and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Architect shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Architect under this Agreement. Architect shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Architect thereby.

Architect shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Architect.

Architect may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Architect shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Architect delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Architect or prepared by or for Architect or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Architect understands and agrees that, if City grants such an extension, City shall have no obligation to provide Architect with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Architect for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Architect recognize and agree that this Agreement contemplates personal performance by Architect and is based upon a determination of Architect's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Architect. Architect may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Architect shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Architect shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Architect.** If Architect materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;

CONTRACT NO.: 55-2012

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Architect pursuant to this Agreement;
- 8.6.3 Retain a different Architect to complete the work described in Exhibit A not finished by Architect; or
- 8.6.4 Charge Architect the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Architect pursuant to Section 2 if Architect had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Architect's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Architect prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Architect hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Architect agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Architect's Books and Records.** Architect shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Architect to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Architect to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **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

CONTRACT NO.: 55-2012

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Architect shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Architect may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Architect in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Architect shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Architect hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Architect was an employee, agent, appointee, or official of the City in the previous twelve months, Architect warrants that it did not participate in any manner in the forming of this Agreement. Architect understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Architect will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Architect will be required to reimburse the City for any sums paid to the Architect. Architect understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

CONTRACT NO.: 55-2012

- 10.8 Solicitation.** Architect agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Peter Stricker ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Architect shall be sent to:
Peter Stricker
310 1st Ave Suite 300
Seattle WA 98104

Any written notice to City shall be sent to:

Attn: Jessica Hayes
Housing Services Division
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Architect and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Architect 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.

CONTRACT NO.: 55-2012

~~10.14 **Assignment of Contract.** The City of Rancho Cordova ("City") anticipates that at such time as the City and Urban Housing Communities ("Developer") enter into a Development Disposition Agreement (DDA) for the Horizons @ New Rancho Project ("Project"), the City will assign all its rights, title and interest in this Agreement for Architectural services ("Agreement") to Developer. This assignment is to include all Reports, Plans and Specifications and other products generated as a result of this Agreement. The Architect and Developer are to execute and deliver to City a CONSENT TO ASSIGNMENT substantially in the form as attached hereto as Exhibit C.~~

10.15 HCD-Funded Contracts. Architects performing work that is funded, either partially or fully, by the Department of Housing and Community Development shall be subject to additional requirements, as specified in Exhibit D. Exhibit D applies to all sub-contracts, consultants, and sub-consultants engaged by the Architect for this project. All new contracts with sub-contractors, consultants, and sub-consultants will include Exhibit D as an attachment. All existing contracts with sub-contractors, consultants, and sub-consultants for this project will be amended to include Exhibit D as a condition of employment.

CONTRACT NO.: 55-2012

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

CITY OF RANCHO CORDOVA

ARCHITECT


Ted A. Gaebler, City Manager

Date: 8-15-12


Peter C. Stricker, SCM Architects

Date: 08-14-12

Attest:


Mindy Cuppy, CMC, City Clerk

Date: 8-16-12

Approved as to Form:


Adam Lindgren, City Attorney

Date: 8/15/12

CONTRACT NO.: 55-2012

EXHIBIT A**SCOPE OF SERVICES****Architect's Scope of Services****I. PROJECT DESCRIPTION AND ASSUMPTIONS:**

This project is to be a 48 unit three storey Independent Living Senior Community located in Rancho Cordova. This project is to be based upon the preliminary design work as provided by ktgy architects. It is also understood that ktgy will also provide schematic building elevations to be incorporated into SCMA design. Listed below are additional assumptions for this project:

1. Occupancy: Mixed, B and R4. There are no California licensing requirements for senior related facilities.
2. Units: a mix of 1 and 2 BR unit apartments with full kitchens that provide a fully independent living style.
3. Amenities: Lobby with elevator, Community Social Center. Retail area.
4. This project will be a modular, pre-manufactured project. The design and engineering will be compatible with this type of technology.
5. This project will be designed to achieve maximum energy efficiency and will incorporate such elements as centralized water boiler, efficient HVAC, lighting, appliance units and the use of solar panels on roofs.
6. The Owner has or will have obtained all land use approvals.

II. SCOPE OF WORK

1. 1. Provide complete architectural and engineering services to produce documents required for permit submittal. After the permit and financial processes have been completed, SCMA will then produce 100% complete permit and construction drawings and specifications.
2. Deadline for permit ready package: 8/13/12
3. Deadline for 100% complete Construction documents to be determined.

Design Phase:

1. Meet with client/consultants to review project parameters up to four times by means of video teleconferencing during this phase.
2. Develop CAD drawings of proposed structures containing a site plan and elevations.
3. SCMA to revise the drawings as necessary and present to Client for review and approval.
4. SCMA to develop all exterior elevations.
5. Any significant design changes by the Client after a plan approval by the Client, will be billed at a time and materials basis

Construction Document Phase:

1. Meet with Client to review project parameters up to four times by means of video teleconferencing during this phase.
2. SCMA will provide coordination of accessibility, exiting and building code issues with the jurisdiction.
3. SCMA will provide coordination with consultants.
4. Basic energy code and lighting allowance forms, calculations and lighting plans required by the City.
5. Any significant design changes by the Client after a plan approval by the Client, will be billed at a time and materials basis.

Building Permit Phase:

1. In addition to the necessary drawings, we shall produce small format support documents as required by the various departments of the jurisdiction. The construction permit application will be made by SCMA with assistance from the Client. SCMA will make correction to the architectural drawings as required by the jurisdiction to complete the permit process.
2. SCMA to respond to jurisdictional corrections through drawing revisions or by providing required information.

Bidding Phase:

1. SCMA to respond to all RFI's from sub contractors.
2. SCMA to coordinate bid documents as requested.
3. SCMA will meet with the client, consultants or contractors only at the Clients request

CONTRACT NO.: 55-2012

Construction Administration Phase:

1. SCMA to respond to RFI's from contractors.
2. Coordinate pre-construction meeting with owner and contractor.
3. Periodic site observation visits during construction phase. Four site visits are included in this proposal.
4. Shop drawing review.
5. Review and make recommendations of change orders.
6. Review and make recommendations of monthly contractor pay request.
7. Prepare final punch list.

The following Scope of Work and Condition of Services for engineering Consultants are attached to this exhibit and are considered to part of this agreement.

Exhibit A.1 Structural Engineering

Visser Engineering
32129 Weyerhaeuser Way So.
Federal Way WA 98001
06-22-12 6 pages

Exhibit A.2 Mechanical Electrical and Plumbing Engineering

InSite Group
310 SW 4th Ave., Suite 1120
Portland, OR 97204
Phone: 503-222-2044
06-22-2012 5 pages

Exhibit A.3 Civil Engineering and Landscape Design

Warren Engineering
1117 Windfield Way Suite 110
El Dorado Hills, CA 95762
07-06-12 6 pages

Exhibit A.4 Dry Utility Engineering

Capitol Utility Specialists
1989 Sheffield Drive
El Dorado hills, CA 95762
07-06-12 10 pages

Exhibit A.5 Sprinklers

Fireguard Engineering
7821 Hammonton-Smartville Rd.
Smartville, CA 95977
07-23-12 2 pages

End of Exhibit A

CONTRACT NO.: 55-2012

**EXHIBIT B
COMPENSATION SCHEDULE**

Architectural		
Design Phase	\$	10,000
Permit Ready Documents	\$	44,000
Complete Permit and Construction Documents	\$	15,000
Bidding	\$	5,000
Construction Administration	\$	10,000
Total Architectural Services	\$	84,000
Expenses	\$	2,000
Total Contract	\$	86,000

End of Exhibit B

CONTRACT NO.: 55-2012

EXHIBIT D

FOR ALL HCD-FUNDED CONTRACTS

The following requirements apply to all Architect work that is funded, either partially or fully, by grants from the Department of Housing and Community Development.

D-1 **Civil Rights, HCD, and Age Discrimination Act Assurances.** During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

D-2 **Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of 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, 12 U.S.C. 1701u. 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.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the City

CONTRACT NO.: 55-2012

of Rancho Cordova any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the City of Rancho Cordova or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors, and assigns. Failure to fulfill these requirements shall subject the Contractor, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

D-3

State Nondiscrimination Clause. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

The Contractor hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor.

D-4

Anti-Lobbying Certification. Contractor shall require that the language of this certification be included in all subcontracts entered into in connection with this grant activity or activities and that all subcontractors shall certify and disclose accordingly.

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

CONTRACT NO.: 55-2012

by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person 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 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;

B. If any funds other than Federally appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D-5 **Conflict of Interest.** No member, officer, or employee of the City of Rancho Cordova, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this Agreement.

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

D-6 **Worker's Compensation Insurance.** The Contractor will maintain at least the minimum state-required Workers' Compensation insurance for those employees who will perform work under this Agreement or undertake self-insurance in accordance with the provisions of state law requiring all employers to maintain such insurance, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

D-7 **General Insurance.** The Contractor shall have and maintain in full force and effect during the term of this contract such forms of insurance, at such levels described below.

CONTRACT NO.: 55-2012

Architect, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Contractor and subcontractors shall maintain, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activity or activities or any part of it.

D-8 **Records Retention.** The Contractor agrees that the City, the California Department of Housing and Community Development or their designees will have the right to review, obtain, and copy all records pertaining to performance of this contract. The Contractor agrees to provide the City, the California Department of Housing and Community Development or their designees with any relevant information requested and shall permit the City, the California Department of Housing and Community Development or their designees access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this contract, or five (5) years from the conclusion or resolution of any disputes related to the performance of this Agreement and any amendments hereto, whichever is longer. The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

D-9 **Monitoring/Auditing.** The Contractor shall permit the State, Federal government, the Bureau of State Audits, the California Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

CONTRACT NO.: 55-2012

D-10 **Debarment.** Contractor certifies, by submission of this proposal or the signing of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Contractor or any subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this contract, Contractor agrees that it shall not knowingly enter into any lower tier transaction with a person or entity that is proposed for debarment under 48 CFR 9, 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

By signing this contract, Contractor agrees that it shall include the above certification in all lower tier transactions to which it is a party; and it shall require that each of its contractors include the certification in their subcontracts.

D-11 **Drug-Free Workplace.** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.
- Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

D-12 **Americans with Disabilities Act of 1990.** The Contractor assures that it complies with the Americans with Disabilities Act of 1990 (ADA), which prohibits

CONTRACT NO.: 55-2012

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

- D-13** **Lead-Based Paint.** Activities performed under this Agreement are subject to the lead-based paint hazard regulations at 24 CFR 35 and are subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. Contractor shall be informed of these requirements as it applies to construction and the disturbance of painted surfaces and adhere to them.
- D-14** **Child Support Compliance Act.** The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 Division 9 of the Family Code.
- The Contractor, the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D-15** **Priority Hiring.** The Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under the Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code Section 10353.
- D-16** **Loss Leader.** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e))
- D-17** **Compliance with Applicable Codes.** Contractor agrees to undertake all work in compliance with all applicable federal, state, and local housing and building codes, as applicable.

Contractor agrees to comply with all applicable provisions of the California Labor Code.

HOURLY FEE SCHEDULE:

<u>CATEGORY</u>	<u>RATE</u>
Principal-----	\$150.00
Associate -----	\$120.00
Sr. Project Manager-----	\$105.00
Project Manager -----	\$100.00
Architect/Designer 3 -----	\$ 90.00
Architect/Designer 2 -----	\$ 85.00
Architect/Designer 1 -----	\$ 80.00
Intern 4 -----	\$ 70.00
Intern 3 -----	\$ 65.00
Intern 2 -----	\$ 60.00
Intern 1 -----	\$ 50.00
Clerical -----	\$ 45.00

REIMBURSABLE CHARGES:

<u>Engineering Consultants:</u>	Cost + 15%
<u>Standard Reimbursables:</u>	Cost + 15%
Large Format Printing, Courier, Express Mail, Parking, Travel Expenditures, Permit Fees, Airfare, Etc:	
Personal Transportation	\$0.555 per mile
<u>Office Reimbursables:</u>	Billed at 0.75% of monthly architectural fee.
Long Distance Fees, Cellular Fees, Postage, Office Supplies, Office Photocopies, Etc.	
<u>Drawing Plotting Expenses:</u>	
24 x 36 sheets:	\$2.00 per plot
30 x 42 sheets:	\$2.50 per plot
½ scale sheets:	\$1.00 per plot

RETAINER:

10% of the estimated fee or a \$2500 minimum retainer **may be** required to be paid before starting work. This retainer will be applied to the final billing on the project. The proposal will clarify if this is required.

BILLINGS:

Invoices for services performed, and reimbursable charges, through the last day of the month are billed in the first week of the following month, and due upon receipt. A late charge of 1.5% on the outstanding balance will be charged on accounts for payments received over 30 days past due.

Rates and Information on this form are subject to periodic change with out notice.

HOURLY FEE SCHEDULE:

<u>CATEGORY</u>	<u>RATE</u>
Principal-----	\$150.00
Associate -----	\$120.00
Sr. Project Manager-----	\$105.00
Project Manager -----	\$100.00
Architect/Designer 3 -----	\$ 90.00
Architect/Designer 2 -----	\$ 85.00
Architect/Designer 1 -----	\$ 80.00
Intern 4 -----	\$ 70.00
Intern 3 -----	\$ 65.00
Intern 2 -----	\$ 60.00
Intern 1 -----	\$ 50.00
Clerical -----	\$ 45.00

REIMBURSABLE CHARGES:

<u>Engineering Consultants:</u>	Cost + 15%
<u>Standard Reimbursables:</u>	Cost + 15%
Large Format Printing, Courier, Express Mail, Parking, Travel Expenditures, Permit Fees, Airfare, Etc:	
Personal Transportation	\$0.555 per mile
<u>Office Reimbursables:</u>	Billed at 0.75% of monthly architectural fee.
Long Distance Fees, Cellular Fees, Postage, Office Supplies, Office Photocopies, Etc.	
<u>Drawing Plotting Expenses:</u>	
24 x 36 sheets:	\$2.00 per plot
30 x 42 sheets:	\$2.50 per plot
½ scale sheets:	\$1.00 per plot

RETAINER:

10% of the estimated fee or a \$2500 minimum retainer **may be** required to be paid before starting work. This retainer will be applied to the final billing on the project. The proposal will clarify if this is required.

BILLINGS:

Invoices for services performed, and reimbursable charges, through the last day of the month are billed in the first week of the following month, and due upon receipt. A late charge of 1.5% on the outstanding balance will be charged on accounts for payments received over 30 days past due.

Rates and Information on this form are subject to periodic change with out notice.

PCS 1214-12

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

Purchase Order ATTACHMENT 2

36

Purchase Order No.	PO2012-00106
Date	8/28/2012

Vendor:

Stricker Cato Murphy Architects, P.S
 120 Lakeside Avenue, Suite 310
 Seattle WA 98122

Contract Number: 55-2012

^ Changed Since the Previous Revision

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
		Shipping Method					
		Reference Number					
		FOB					
1	CONSULTING SERVICES	ARCHITECTURAL SERVICES FOR THE HORIZONS AT NEW RANCHO SENIOR HOUSING PROJECT	8/10/2012	Each	84,000.00	\$1.00	\$84,000.00
		G/L ACCT 2320-6050-54107 PROJECT # CP10-2094.2320t					
2	CONSULTING SERVICES	ARCHITECTURAL SERVICES FOR THE HORIZONS AT NEW RANCHO SENIOR HOUSING PROJECT	8/10/2012	Each	2,000.00	\$1.00	\$2,000.00
		G/L ACCT: 2320-6050-54107 PROJECT # CP10-2094.2320t					

Subtotal	\$86,000.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$86,000.00



Authorized Signature

AGENDA ITEM 8.2

City of Rancho Cordova Contract Routing Form

Complete all fields and use n/a if not applicable.

1. Contractor/Company name: Stricker Cato Murphy Architects, P.S.
2. Services to be Provided: Architectural services for the Horizons at New Rancho Senior Housing Project
3. Resolution Number and Council Adoption Date: _____
4. Responsible Person and Department: Jessica Hayes, Housing Services

5. Contract Activity:

	Contract #	Amount	Expiration	Contract Amount
Original	55-2012	\$86,000	July 30, 2013	\$86,000
Amendment 1				
Amendment 2				
Amendment 3				

- ☒ W-9 Attached or on file ☒ 590 Attached or on file

6. Budget Expense Account Number: 2320t.6050.54107
7. Project Number: CP10-2094.2320t
8. Grant Number: 11-LHTFOTC - 8271 (attach Grantor Procurement Requirements)
9. PO Number: _____

10. Competitive Bid Process Used (choose 1)

- ☐ Publicly Bid (Clerk initials that documents are on file: _____)
- ☐ Informal Bid (Evidence attached)
- ☒ Not Required. Why? Architect procured by project developer

11. Department Head Initial and Date: _____

12. Risk Manager Initial and Date:  8/15/2012

- ☒ Standard required insurance with endorsement attached
- ☐ List modified insurance:
- ☐ General _____ ☐ Auto _____
- ☐ Professional _____ ☐ Workers Compensation _____
- Justification: _____
- (attach approval e-mail or checklist)

13. City Attorney Review Initial and Date: See signed doc
- (Check One)

- ☐ Professional Services Agreement - Amendment (PSA-A) Template Used
- ☒ Professional Services Agreement (PSA) Template Used
- ☐ Professional Services Agreement - Short Form (PSA-S) Template Used
- ☐ General Services Agreement (GSA) Template Used
- ☐ Construction Services Agreement (CSA) Template Used
- ☐ Franchise Agreement
- ☐ Custom Agreement **AND** E-mail Approval is Attached
- ☐ City Attorney Drafted **AND** E-mail Approval is Attached
- ☐ City Attorney Reviewed **AND** E-mail Approval is Attached
- ☐ Modification of Template **AND** Redline of Changes to Template is Attached

Routing Notes:

*8/28/12 record
w-9/587 EP*

= if template modified at all, include redline version • = document attached

Rev. 8-2-12

CONTRACT NO. 55-2012-1

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND STICKER CATO MURPHY ARCHITECTS,
P.S.**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Stricker Cato Murphy Architects, P.S. ("Professional") as of August 20, 2012. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated August 10, 2012 for the purpose of providing Architectural services for the Horizons @ New Rancho senior multi-family housing project; and

WHEREAS, this Amendment will include civil and structural engineering, mechanical, electrical, and plumbing design, and fire sprinkler design under the Architect's contracts for the purpose of consolidating supervision services and ensuring the application of Federal and State contract language to sub-contracts and sub-consultants and will provide an assignment mechanism for the transfer of the Architect's services contract and all sub-contracts and sub-consultants to Urban Housing Communities (UHC) upon the execution of a Development and Disposition Agreement (DDA) for the Horizons @ New Rancho project; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$86,000.00. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Two Hundred Forty Two Thousand Four Hundred Twenty Seven Dollars (\$242,427.00), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall replace and supersede the PSA's **Exhibit A**.

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

3. The document entitled "Compensation Schedule," attached hereto as Exhibit B, shall replace and supersede the PSA's Exhibit B.
4. Section 10 of the PSA, "Miscellaneous Provisions," is amended to include the following:

"Assignment of Contract. The City of Rancho Cordova ("City") anticipates that at such time as the City and Urban Housing Communities ("Developer") enter into a Development Disposition Agreement (DDA) for the Horizons @ New Rancho Project ("Project"), the City will assign all its rights, title and interest in this Agreement for Architectural services ("Agreement") to Developer. This assignment is to include all Reports, Plans and Specifications and other products generated as a result of this Agreement. The Architect and Developer are to execute and deliver to City a CONSENT TO ASSIGNMENT substantially in the form as attached hereto as Exhibit C."

5. The document entitled "Consent to Assignment," attached hereto as Exhibit C, referenced above, shall be included as a mechanism for assignment of the PSA.
6. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
7. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete 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

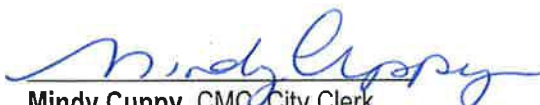
Date: 9-10-12

PROFESSIONAL


Peter Stricker, SCMA

Date: 08-22-12

Attest:


Mindy Cuppy, CMO, City Clerk

Date: 9-10-12

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

Approved as to Form:


Adam Lindgren, City Attorney

Date: 9/10/12

1208092.2

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

EXHIBIT A

SCOPE OF SERVICES

Architect's Scope of Services

I. PROJECT DESCRIPTION AND ASSUMPTIONS:

This project is to be a 48 unit three storey Independent Living Senior Community located in Rancho Cordova. This project is to be based upon the preliminary design work as provided by ktgy architects. It is also understood that ktgy will also provide schematic building elevations to be incorporated into SCMA design. Listed below are additional assumptions for this project:

1. Occupancy: Mixed, B and R4. There are no California licensing requirements for senior related facilities.
2. Units: a mix of 1 and 2 BR unit apartments with full kitchens that provide a fully independent living style.
3. Amenities: Lobby with elevator, Community Social Center. Retail area.
4. This project will be a modular, pre-manufactured project. The design and engineering will be compatible with this type of technology.
5. This project will be designed to achieve maximum energy efficiency and will incorporate such elements as centralized water boiler, efficient HVAC, lighting, appliance units and the use of solar panels on roofs.
6. The Owner has or will have obtained all land use approvals.

II. SCOPE OF WORK

1. 1. Provide complete architectural and engineering services to produce documents required for permit submittal. After the permit and financial processes have been completed, SCMA will then produce 100% complete permit and construction drawings and specifications.
2. Deadline for permit ready package: 8/13/12
3. Deadline for 100% complete Construction documents to be determined.

Design Phase:

1. Meet with client/consultants to review project parameters up to four times by means of video teleconferencing during this phase.
2. Develop CAD drawings of proposed structures containing a site plan and elevations.
3. SCMA to revise the drawings as necessary and present to Client for review and approval.
4. SCMA to develop all exterior elevations.
5. Any significant design changes by the Client after a plan approval by the Client, will be billed at a time and materials basis

Construction Document Phase:

1. Meet with Client to review project parameters up to four times by means of video teleconferencing during this phase.
2. SCMA will provide coordination of accessibility, exiting and building code issues with the jurisdiction.
3. SCMA will provide coordination with consultants.
4. Basic energy code and lighting allowance forms, calculations and lighting plans required by the City.
5. Any significant design changes by the Client after a plan approval by the Client, will be billed at a time and materials basis.

Building Permit Phase:

1. In addition to the necessary drawings, we shall produce small format support documents as required by the various departments of the jurisdiction. The construction permit application will be made by SCMA with assistance from the Client. SCMA will make correction to the architectural drawings as required by the jurisdiction to complete the permit process.
2. SCMA to respond to jurisdictional corrections through drawing revisions or by providing required information.

Bidding Phase:

1. SCMA to respond to all RFI's from sub contractors.

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

2. SCMA to coordinate bid documents as requested.
3. SCMA will meet with the client, consultants or contractors only at the Clients request

Construction Administration Phase:

1. SCMA to respond to RFI's from contractors.
2. Coordinate pre-construction meeting with owner and contractor.
3. Periodic site observation visits during construction phase. Four site visits are included in this proposal.
4. Shop drawing review.
5. Review and make recommendations of change orders.
6. Review and make recommendations of monthly contractor pay request.
7. Prepare final punch list.

The following Scope of Work and Condition of Services for engineering Consultants are attached to this exhibit and are considered to part of this agreement.

Exhibit A.1 Structural Engineering

Visser Engineering
32129 Weyerhaeuser Way So.
Federal Way WA 98001
06-22-12 6 pages

Exhibit A.2 Mechanical Electrical and Plumbing Engineering

InSite Group
310 SW 4th Ave., Suite 1120
Portland, OR 97204
Phone: 503-222-2044
06-22-2012 5 pages

Exhibit A.3 Civil Engineering and Landscape Design

Warren Engineering
1117 Windfield Way Suite 110
El Dorado Hills, CA 95762
07-06-12 6 pages

Exhibit A.4 Dry Utility Engineering

Capitol Utility Specialists
1989 Sheffield Drive
El Dorado hills, CA 95762
07-06-12 10 pages

Exhibit A.5 Sprinklers

Fireguard Engineering
7821 Hammonton-Smartville Rd.
Smartville, CA 95977
07-23-12 2 pages

Last Revised August 1, 2012



Exhibit A.1 Structural Engineering

1/5

June 22, 2012

Peter Stricker
311 1st Avenue South
Suite 300
Seattle, WA 98104

Re: Horizons at New Rancho, Rancho Cordova
Proposal for Structural Engineering Services

Dear Peter:

Thank you for the opportunity to propose fees for the Horizons project. Our fees are based on your information, received by email June 21, 2012.

Project Description

The Project consists of a 48-unit Independent Living Senior Community, built as a modular pre-manufactured project. The conceptual documents that were enclosed with the RFP were extremely schematic, so, in order to provide a competitive engineering proposal the following has been assumed, and constitutes the basis for this proposal:

- The design will be based on plywood shear walls on the exterior of the building. In order for this to occur, the final architectural design (size and location of windows, doors, etc) will need to be such that adequate stacking shearwalls are well-distributed around the exterior of the building. Please note that, regardless of this assumption, the sample UHC brochure pictures a building which does not appear to have the amount of shear panels we would expect to see for this project.
- The State of California now requires engineering for the transportation and setting of modular units. This proposal excludes this type of engineering, and assumes that the modular supplier has standard engineering covering this.
- The foundation design will be based on conventional shallow (spread) footings.

Proposed Basic Scope of Services

Visser Engineering Company, Inc. hereby offers the following services relative to the Project described above:

- Determine loads on the building using the current California Building Code.
- Design modular structural elements to be assembled into a complete unified building.
- Design site-built framing and foundation as required to support modular components.
- Review shop drawings for structural elements.

32129 Weyerhaeuser Way South
Suite 102
Federal Way WA 98001
VOICE 253.835.0810
FAX 253.835.0813

Exhibit A.1 Structural Engineering ^{2/5}

Stricker Cato Murphy Architects, P.S.
 Proposal for: Horizons at New Rancho

June 22, 2012

Page 2

Exclusions

Except as noted above, the following is not included as part of the superstructure primary frame, and is thus not included in the Scope of Work:

- Design of incidental elements, such as: canopies, signage and their supports, site-applied decks, suspended ceiling systems and their anchorage,
- Architectural design, such as plans, sections and details relating to fire-resistance (except as affects the structure), waterproofing, and occupancy separations, is not included in the structural design.
- Written specifications – aside from those given in the drawings as General Structural Notes;
- Design of construction means and methods; and design of temporary shoring systems.
- Inspections.

Fee Proposal

We propose to provide services for the project as follows. The fees are based on the assumptions listed under the Basis of Proposal. We will bill our services as the design progresses.

• Schematic Design / Design Development	\$10,000
• Permit Submittal package	\$16,000
• 100% Construction Documents	\$6,000
• Bidding Assistance	\$2,000
• Construction Administration	\$6,000
○ Construction Administration includes up to two site visits, which are to be handled as one day fly-in/fly-out site visits at times selected by the owner.	
○ Construction Administration services includes:	
▪ Reviewing shop drawings	
▪ Providing clarifications of design intent	
○ Construction Administration services does NOT include:	
▪ Design work associated with changes required by others	
▪ Engineering to address construction errors	
▪ Evaluation or implementation of value engineering changes	
• Total Cost of Structural Engineering	\$40,000

Exhibit A.1 Structural Engineering ^{3/5}

Stricker Cato Murphy Architects, P.S.
Proposal for: Horizons at New Rancho

June 22, 2012
Page 3

Basis of Proposal

This proposal is based upon the following assumptions:

1. The structure is as described above and in the information received.
2. Information required to proceed with the design will be received on a timely basis.
3. The structural design will be based on electronic backgrounds provided by the architect. While preliminary versions of the backgrounds can be used for determining loads and establishing structural requirements, most of the structural design cannot proceed until receipt of the final backgrounds. Subsequent sets of backgrounds will not be reviewed without authorization for additional services for handling and for potential design changes.
4. Changes to completed work required by the client, other than to correct drawing inconsistencies, shall be considered Additional Services.
5. The foundation design will be based on a geotechnical report provided by the owner. If no geotechnical report is provided, then an allowable bearing pressure of 1500 psf will be assumed. Any foundation redesign required as a result of new geotechnical information shall be considered Additional Services.

Terms and Conditions

VISSER ENGINEERING COMPANY has agreed to perform the services set forth in its proposal letter for the compensation stated in the letter based upon the assumption the following Terms and Conditions will be a part of the agreement between the parties. If VISSER ENGINEERING is given oral or written notification to proceed without first receiving a signed copy of these Terms and Conditions, Client agrees that such oral or written authorization constitutes acceptance of these Terms and Conditions.

SECTION 1 - BASIC SERVICES

VISSER ENGINEERING's Basic Services will be performed in phases. Unless the proposal letter provides otherwise, the Basic Services will be performed in the following phases:

1.1 Design Phase

- 1.1.1 VISSER ENGINEERING will prepare for incorporation into the Contract Documents, Final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor, sufficient to allow a reasonable contractor to construct the Project.
- 1.1.2 VISSER ENGINEERING will provide calculations for CLIENT's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project.
- 1.1.3 VISSER ENGINEERING's services under the Design Phase will be considered complete at the earlier of (1) the date when submittals have been accepted by the CLIENT; or (2) thirty days after the date when such submittals have been delivered to CLIENT for acceptance.

1.2 Construction Phase

- 1.2.1 Clarifications and Interpretations. VISSER ENGINEERING will upon request issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
- 1.2.2 Shop Drawings. VISSER ENGINEERING will review and take other appropriate action in respect of Structural Shop Drawings and Samples and other submittals which Contractor is required to submit relating to VISSER ENGINEERING's Design, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as indicated in the Contract Documents. Review of Shop Drawings and Samples or other submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of products or systems designed by others. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.2.3 Special Inspections. VISSER ENGINEERING will receive and keep Special Inspection reports, as may be required by the contract documents. It is the CLIENT's responsibility to hire a qualified Special Inspector, and to verify that all work requiring Special Inspection is so inspected, and that all non-conforming work is corrected. Unless specifically listed in the proposed Scope of Work, VISSER ENGINEERING is not responsible for overseeing or reviewing the work of the Special Inspector. VISSER ENGINEERING's receipt of Special Inspection Reports is for record-keeping only.
- 1.2.4 Limitation of Responsibilities. VISSER ENGINEERING shall not be responsible for the acts or omissions of any Contractor, subcontractor, supplier, or any other person or organization performing, furnishing or inspecting any of the work. VISSER ENGINEERING shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents. VISSER ENGINEERING recommends that CLIENT retain it to perform observation and review of the Contractor's performance. In the event CLIENT elects to provide those services with its own forces or through a separate consultant, CLIENT

Exhibit A.1 Structural Engineering ^{4/5}

Stricker Cato Murphy Architects, P.S.
Proposal for: Horizons at New Rancho

June 22, 2012

Page 4

assumes responsibility for those services, waives any claims against VISSER ENGINEERING that may be in any way connected to those services, and agrees to defend, indemnify and hold VISSER ENGINEERING harmless from any third-party claims arising out of such services.

SECTION 2 - ADDITIONAL SERVICES

Services not specifically described as Basic Services in the proposal letter or Section 1, above, will be Additional Services. VISSER ENGINEERING will perform Additional Services upon written request by Owner on an hourly basis based upon VISSER ENGINEERING's standard rate schedule, plus expenses at cost plus 15%. Additional Services that may be performed, include: design for exterior cladding systems and attachments; design for tenant-related installations; design for shoring excavations or other construction-related activities; services related to temporary bracing; services relating to significant changes; services related to verifying the accuracy of drawings or other information furnished by the Owner, Architect or others; services in connection with evaluating substitutions and changes required as a result of substitutions; services relating to an evaluation of an extensive number of claims or contractor requested change orders.

SECTION 3 - CLIENT'S RESPONSIBILITIES

Except as otherwise agreed in writing, CLIENT shall, at its own cost, perform the following in a timely manner so as not to delay the services of VISSER ENGINEERING:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project.

3.2 Furnish to VISSER ENGINEERING, as requested by VISSER ENGINEERING, information and data prepared by others necessary for the completion of Basic Services, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, and appropriate professional interpretations of all information and data provided.

3.3 Give prompt written notice to VISSER ENGINEERING whenever CLIENT observes or otherwise becomes aware of (a) any issue that may affect the scope or time of performance or furnishing of VISSER ENGINEERING's services, (b) any defect or nonconformance in VISSER ENGINEERING's services, or (c) in the work of any contractor constructing work designed by VISSER ENGINEERING.

3.4 Furnish written authorization for VISSER ENGINEERING to provide Additional Services as required.

SECTION 4 - PAYMENTS

4.1 Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with VISSER ENGINEERING's standard invoicing practices and will be submitted to CLIENT by VISSER ENGINEERING at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in the proposal. Invoices are due and payable on receipt.

4.2 Unpaid Invoices. If CLIENT fails to make any payment due VISSER ENGINEERING for services and expenses within thirty days after receipt of VISSER ENGINEERING's invoice, the amounts due VISSER ENGINEERING will be increased at a rate of 1.5% per month from the thirtieth day. VISSER ENGINEERING may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until VISSER ENGINEERING has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

SECTION 5 - MISCELLANEOUS PROVISIONS

5.1 Termination. The obligation to provide further services under this Agreement may be terminated for cause (a) by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the agreement through no fault of the terminating party; (b) by VISSER ENGINEERING, upon seven days' written notice if VISSER ENGINEERING believes it is being requested to furnish or perform services contrary to its responsibilities as a licensed design professional; and (c) upon seven days' notice if VISSER ENGINEERING's services are delayed or suspended for more than ninety days for reasons beyond VISSER ENGINEERING's control. Termination by the non-defaulting party shall be in addition to all other remedies provided by law.

5.2 Reuse of Documents. All documents and drawings prepared by VISSER ENGINEERING pursuant to this Agreement are instruments of service. VISSER ENGINEERING shall retain an ownership interest in the instruments of service (including the right to reuse by and at the discretion of VISSER ENGINEERING) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written authorization by VISSER ENGINEERING will be at CLIENT's sole risk and without liability or legal exposure to VISSER ENGINEERING, and CLIENT shall indemnify and hold harmless VISSER ENGINEERING, its principals, personnel, and employees, from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any reuse of the instruments of service.

5.3 Allocation of Risks - Indemnification. In recognition of the relative risks, rewards and benefits of the Project to CLIENT and to VISSER ENGINEERING, VISSER ENGINEERING's fees have been established based upon the following allocations of fault and responsibility:

5.3.1 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless VISSER ENGINEERING, its principals, personnel and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, consultants and contractors.

5.3.2 To the fullest extent permitted by law, the total liability of VISSER ENGINEERING and its principals, personnel and employees, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of VISSER ENGINEERING or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by VISSER ENGINEERING under this Agreement, whichever is less.

5.3.3 CLIENT and VISSER ENGINEERING waive all rights to recover indirect, incidental or consequential damages of any nature from the other.

5.3.4 CLIENT and VISSER ENGINEERING agree that the preceding paragraphs relating to limitation of liability, waiver of consequential damages and indemnification were mutually negotiated and that but for the inclusion of those provisions VISSER ENGINEERING would not have entered into this Agreement, or VISSER ENGINEERING's compensation under the Agreement would have been higher.

Exhibit A.1 Structural Engineering 5/5

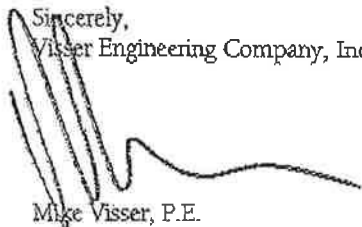
Stricker Cato Murphy Architects, P.S.
Proposal for: Horizons at New Rancho

June 22, 2012
Page 5

5.4 ~~Severability~~. Any provision or part of this Agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and VISSER ENGINEERING, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

The proposal is based on the project description, design scope and assumptions noted in this letter. Please review, sign and return a copy of this letter to our office by mail or fax. Upon receipt, our office will contact you to establish the project schedule. Please call if you have any questions.

Sincerely,
Visser Engineering Company, Inc.



Mike Visser, P.E.

Acceptance:

Signature

Date

**Exhibit A.2 Mechanical Electrical &
Plumbing Engineering**

1/3

InSite Group, Inc.
Consulting Engineers
310 SW 4th Ave., Suite 1120 Phone: (503) 222-2044
Portland, OR 97204 Fax: (503) 222-5924



Friday, June 22, 2012

Stricker Cato Murphy Architects
Attn.: Robin Murphy
311 First Ave. South
Seattle, WA 98104

Re: Engineering Proposal #12-3422-0
Horizons at New Rancho

Peter,

We would like to thank you for requesting an Engineering proposal for the above referenced project. InSite Group, Inc. proposes to provide engineering services for the mechanical, electrical, and plumbing (MEP) system designs.

Designs have been based on building layouts dated July 1, 2011 and July 21, 2011 (sheets A-1 and A-2) and your RFQ dated June 20, 2012. Scope includes 1 modular, 48 unit, three story building located in Rancho Cordova, CA. The estimated building square footage is 35,000sf. Per our phone conversation design services assume PTAC's for the dwelling units, split systems for the common areas, centralized domestic hot water system and photovoltaics. The proposal includes the following:

- Provide MEP documents for permit.
- Product 100% MEP construction documents.
- Participate in regularly scheduled remote conference meetings during design with team.
- Assist Owner in evaluation of construction bids.
- Construction Administration (site visits during construction (two included), submittal reviews, respond to RFI's)

Our pricing breakout for performing the MEP services for the above reference is as follows:

• Design Phase	\$9,250.00
• Permit Submittal Package	\$12,950.00
• 100% Construction Documents	\$7,400.00
• Bidding Assistance to Owner	\$1,850.00
• <u>Construction Assistance</u>	<u>\$5,550.00</u>
• Total Design Costs	\$37,000.00

In-house printing, copies, delivery, communications and travel costs have been estimated, should additional reimbursable expense be required and/or added it would be incorporated with written approval and charged out at cost.

It should be noted that the above price does not include costs for the following:

Dedication, Desire, Integrity

**Exhibit A.2 Mechanical/Electrical &
Plumbing Engineering 2/3**

Friday, June 22, 2012
Peter Stricker
Page 3
Proposal #12-3422-0

- 1) Providing services for Change Orders and/or Addendums that are for work varying from that of the original scope of the project.
- 2) Providing services for value engineering based upon construction pricing exceeding project budget.
- 3) Submitting and obtaining building permits.
- 4) Submitting or obtaining code modification requests.
- 5) Architectural design services.
- 6) Structural engineering services.
- 7) Civil engineering services.
- 8) Placement of site utilities. Plumbing, and water will be shown to the edge of the building (it has been assumed that the civil will pick-up main extensions). It is assumed that the electrical service and natural gas services will be shown on the civil drawings. Coordination of the utilities will be by others.
- 9) Design of security, CATV, voice/data, telephone systems. System devices and device locations will be coordinate with Owner and/or Owners representative and shown on the E-series drawings.
- 10) Design of the fire suppression system.
- 11) Design of booster pumps for the suppression system, domestic water system or sprinkler system (it has been assumed that the existing main supply pressure will accommodate the needs of the facility).
- 12) Design of sewage ejection system for the facility if site utilities are not adequate for gravity flow.
- 13) Design of the sprinkler/irrigation system.
- 14) Attendance of pre-bid and construction meetings.
- 15) Provide final punch list.
- 16) LEED Documentation or Design.
- 17) Energy analysis or documentation for energy incentives.
- 18) BIM Modeling.

Should any of the above items be requested, the costs shown within the Professional Services Fee Proposal would need to be adjusted accordingly allowing for the additional services.

Dedication, Desire, Integrity

**Exhibit A.2 Mechanical Electrical &
Plumbing Engineering****3/3**

Friday, June 22, 2012
Peter Stricker
Page 3
Proposal #12-3422-0

Terms of payment: Client will be billed at the end of each month for hours and expenses accrued / net 30 days from receipt of invoice, payment is due. Amounts unpaid after the invoice due date shall bear interest from the invoice date at a rate of eighteen percent (18%) per annum.

ACCEPTED. The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorized to start work as specified. (Upon receiving written notice to proceed we will follow up with Agreement Contract between Client and Engineer).

Date of Acceptance _____

Authorized by: _____

(Signature)

(Printed)

Title: _____

We appreciate the opportunity to submit this proposal and look forward to working with you and the SCMA team on this project. If you should have any questions, please do not hesitate to call.

Sincerely,
InSite Group, Inc.

Chris Wierman

Dedication, Desire, Integrity



WARREN CONSULTING ENGINEERS, INC.

Exhibit A.3 Civil Engineering &
Landscape Design

1/6

July 6, 2012

email:peters@scm-arch.com

1117 Windfield Way

Suite 110

El Dorado Hills

California

95762

Phone
(916) 985-1870

Fax
(916) 985-1877

E-mail
wce@wceinc.com

Peter Stricker
Stricker Cato Murphy Architects, P.S.
120 Lakeside Ave. Ste. 310
Seattle, WA 98122

**RE: REVISED PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
HORIZONS AT NEW RANCHO, RANCHO CORDOVA, CA**

Dear Peter,

We are pleased to submit for your review and consideration our revised proposal for civil engineering services for the above referenced project. The revised scope of work consists of:

1. TOPOGRAPHIC SURVEY

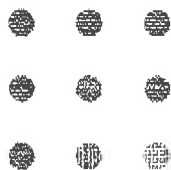
- A. Prepare topographic Survey of project area.
- B. CAD Data reduction to produce finished drawing.
- C. See enclosed survey checklist for items to be covered.

2. DESIGN PHASE

- A. Prepare preliminary grading and utility plans.
- B. Attend design team meetings.
- C. Prepare preliminary cost estimate.
- D. Prepare landscape and irrigation plan.

3. PERMIT SUBMITTAL PACKAGE

- A. Prepare construction drawings for submittal to the City of Rancho Cordova. The construction drawings will consists of:
 - 1) Topographic survey.
 - 2) Engineered fill plan.
 - 3) Grading plans.
 - 4) Utility plans (drainage, water, sewer and fire protection).
 - 5) Paving plan.
 - 6) Erosion control plans (to be used as guide by contractor for the development of Storm Water Pollution Prevention Plan).
 - 7) Details and Sections.
 - 8) Landscape and irrigation plans.
- B. Prepare project specifications for civil and landscape work items.
- C. Attend design team meetings / conference calls.
- D. Prepare cost estimate.



2/c

**Exhibit A.3 Civil Engineering &
Landscape Design**

July 6, 2012

**REVISED PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
HORIZONS AT NEW RANCHO, RANCHO CORDOVA, CA**

Page 2

4. **100% CONSTRUCTION DOCUMENTS**
 - A. Assist with submittal of plans to the City of Rancho Cordova for permit.
 - B. Address plan check comments from City and agencies to obtain plan approval.
 - C. Assist with preparation of one bid package of approved plans, by providing approved civil and landscape drawings and project specifications.
4. **BIDDING**
 - A. Answer questions during bidding and prepare addenda items as needed.
5. **CONSTRUCTION ASSISTANCE**
 - A. Review shop drawings and submittals.
 - B. Answer questions during construction. Prepare clarifications and/or revisions as needed.
 - C. Make site visits as needed throughout construction, 2 are anticipated.
 - D. Make final site visit and prepare punch list.

Proposed fee for above scope of work:

Survey Fee:

Topographic Survey:	Survey Fee:	\$2,500.00
---------------------	--------------------	-------------------

Engineering Fee:

Design Phase	\$3,750.00
Permit Submittal	\$6,000.00
100% Construction Documents	\$2,250.00
Bidding	\$750.00
Construction Assistance	<u>\$2,250.00</u>
	Engineering Fee: \$15,000.00

Landscape and Irrigation Fee:

Design Phase	\$2,000.00
Permit Submittal	\$3,200.00
100% Construction Documents	\$1,200.00
Bidding	\$400.00
Construction Assistance	<u>\$1,200.00</u>
	Landscape and Irrigation Fee: \$8,000.00

Project Total Fee: \$25,500.00

Exhibit A.3 Civil Engineering &
Landscape Design

3/4

July 6, 2012

REVISED PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
HORIZONS AT NEW RANCHO, RANCHO CORDOVA, CA

Page 3

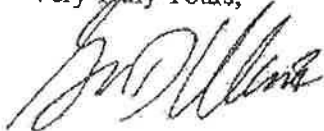
Items not included in this proposal are:

1. Agency fees.
2. Construction staking.
3. Soils investigation and testing.
4. Environmental process applications, permits, hearings, etc.
5. Site retaining walls design.
6. Natural gas design.
7. Storm Water Pollution Prevention Plan.
8. State water resources control board N.O.I. processing.
9. Reimbursable Expense, i.e. mileage, blueprinting, etc.
10. Off-site improvements, except driveway encroachment.
11. Site electrical design.
12. Construction inspection.
13. Construction management.

Billing will be on a monthly basis for work completed within that calendar month.
Payment shall be made within 30 days of receiving the billing statement.

If this proposal is acceptable, please sign and return one copy.

Very Truly Yours,



George D. Warren II, P.E.

GDW/tlb

12P.084.rev

Accepted: _____

Date: _____

Exhibit A.3 Civil Engineering &
Landscape Design

4/6

TOPOGRAPHIC SURVEY CHECKLIST

DATE: 06/21/12

TO: Peter Stricker
 PROJECT: Topographic Survey Horizons at New Rancho
 LOCATION: Woodbury & Folsom, Rancho Cordova, CA
 APN: _____
 OWNER: _____
 ADDRESS: _____

ITEMS NEEDED FROM OWNER

- ☒ 1. Title Report -- **NEEDED WITH NOTICE TO PROCEED.**
- ☐ 2. Permission to Enter Site
- ☐ 3. Contact Person and Phone Number
- ☒ 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

DRAWINGS

- ☒ 5. Scale of finished drawing shall be 1" = 20'.
- ☒ 6. Finish drawing shall be a signed bond paper plot.
- ☒ 7. CD AutoCAD disk, 2009 Release.

ELEVATION BASIS

- ☒ 8. Based on County/City benchmark.
- ☐ 9. Based on design elevation.
- ☐ 10. Assumed elevation.

BOUNDARY

- ☐ 11. Property line bearings, dimensions, reference points, and other pertinent data.
- ☒ 12. Locate and identify monuments and markers found.
- ☐ 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- ☒ 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

Exhibit A.3 Civil Engineering &
Landscape Design

5/6

PROJECT: Topographic Survey Bridgeway Island Elementary School Date: 06/07/12

- ☐ 15. Boundary will be as shown from record information provided by Owner.
- ☒ 16. Establish two temporary benchmarks within the area surveyed.

TOPOGRAPHY

- ☒ 17. Contour interval shall be 1 foot, in nonpervious areas.
- ☒ 18. Point elevation grid interval shall be 50 feet, approximate.
- ☒ 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- ☒ 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- ☐ 21. Other: _____

PLANIMETRIC

- ☒ 22. Location and floor elevation of all permanent structures, at all exterior doors.
- ☐ 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- ☒ 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- ☒ 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- ☒ 26. Ground elevation at tree trunk.
- ☐ 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- ☐ 28. Indicate tree dripline, no ground elevation.
- ☒ 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving, and centerline.
- ☒ 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility structures.

Exhibit A.3 Civil Engineering &
Landscape Design

6/6

PROJECT: Topographic Survey Bridgeway Island Elementary School Date: 06/07/12

UNDERGROUND

- ☒ 31. Indicate size, location and invert elevation of accessible subsurface piping and conduit including abandoned lines.
- ☒ 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- ☐ 33. Indicate size, location and type of construction of visible wells; septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- ☒ 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- ☒ 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- ☐ 36. Information on subsurface improvements within street right of way as outlined in Item 30..
- ☐ 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- ☐ 38. Other: Electromagnetic location of underground metallic pipes and conduits. Non-metallic piping will not be located.
- ☐ 39. See attached sketch.
- ☐ 40. See attached material.
- ☒ 41. Direct proposal to Architect.
- ☐ 42. Direct proposal to Owner.

Comments: _____

Exhibit A.4 Dry Utility Engineering 1/10



CAPITOL UTILITY SPECIALISTS
DRY UTILITY PLANNING • CONSULTING • DESIGN

July 6, 2012

Mr. George Warren
Warren Consulting Engineers Inc.
1117 Windfield Way, Suite 110
El Dorado Hills, CA 95762

Subject: Horizons @ New Rancho Senior Housing – Dry Utility Services

Dear Mr. Warren:

Capitol Utility Specialists is pleased to offer Warren Consulting Engineers its proposal for dry utility services associated with the Horizons @ New Rancho senior housing development in Rancho Cordova, California. This proposal reflects our understanding of your needs in the areas of dry utility support, management, project coordination and joint utility trench design.

For convenience, this proposal is presented in a form that can be accepted and signed as an Agreement between Warren Consulting Engineers, Inc. ("Client") and Capitol Utility Specialists Inc., ("Consultant").

The proposal includes three Exhibits:

Exhibit A, "Project Description"

Exhibit B, "Scope of Work and Compensation"

Exhibit C, "Standard Terms and Conditions"

Please review the enclosed Exhibits to ensure they meet your expectations. If acceptable, sign and date the Agreement, and return it. Please make a duplicate copy for your records.

Capitol Utility Specialists has a long track record of lowering costs for developers -- be it negotiating lower fees, negotiating more economical designs with utility companies or assuring the owner's are receiving competitive bottom dollar bids from their trenching contractors. As independent, objective consultants, our primary goal is to safeguard the client's best interests. We look forward to doing exactly that for you on this project.

1989 SHEFFIELD DRIVE • EL DORADO HILLS • CALIFORNIA • 95762
PHONE: (916) 933-9323 • FAX: (916) 933-9626 • WWW.CAPITOLUTILITY.COM

Exhibit A.4 Dry Utility Engineering 2/10

HORIZONS @ NEW RANCHO

- 2 -

JULY 6, 2012

Sincerely,

CAPITOL UTILITY SPECIALISTS, INC.

Gary Krause
President

ACCEPTED

Signature _____

Printed Name _____

Title _____

Date _____

Exhibit A.4 Dry Utility Engineering 3/10

HORIZONS @ NEW RANCHO

- 3 -

JULY 6, 2012

EXHIBIT A

PROJECT DESCRIPTION

Overview: Horizons @ New Rancho is a proposed new senior apartment project in Rancho Cordova, California. It's located north of Folsom Boulevard and fronts on Woodberry Lane, as shown on the conceptual site plan prepared by KTG Architects dated 7/2/12. The development consists of 48 units in a single building.

Project Schedules: Current lead-time from submittal of applications (with improvement plans, electronic files and design fees) to utility designs complete and ready to build is running 8 to 9 months. SMUD electric is the biggest challenge as it has cut back significantly on its engineering forces. Fortunately, we have an excellent relationship with its engineering group and anticipate we can shorten the process as necessary to meet schedule.

Utility Companies: Dry utilities serving this area include Sacramento Municipal Utility District (SMUD) - electric, Pacific Gas & Electric Company (PG&E) - natural gas, AT&T - telephone and Comcast - cable television/broadband. SMUD's 59th Street office will provide support on the electric. PG&E's Florin Perkins Road office will provide support on the natural gas. AT&T will provide coordination and engineering from its T Street office. Comcast will provide support from its contractor, AC Square, located in Stockton and Sacramento.

Existing Facilities: SMUD overhead 12 kV three phase electric facilities traverse the site (east-west) and will be converted to underground. Cable television facilities also exist on this same pole line and will also be converted. There will be challenges with this conversion as it involves cooperation from the neighbor to the east for a new riser pole and anchor.

Significant additional dry utility facilities exist on the site:

- AT&T has two Service Area Interface (SAI) boxes, a manhole, a light span cabinet and a FTTN (Fiber to the Node) cabinet on site. With one of more of these facilities fiber fed, it's likely there are significant AT&T underground facilities (fiber and copper) buried in the 10' easement leading to Woodberry Way. Facilities may also run underground north-south in the alley to the east.
- PG&E has a 6" gas distribution line and a 10" steel gas line running in the easement along Folsom Blvd. It's unclear if the steel line is a DFM (distribution feeder main - transmission pressures) or just a very old gas line.
- SMUD has overhead 12 kV three phase electric facilities running along the west side of the parcel. Additionally, a 69 kV (sub transmission) line is stubbed the southwest corner of the site
- Comcast has overhead facilities and a power supply on the overhead pole line that runs along the west side of the parcel.

Significant coordination efforts may be required to avoid, protect in place and work around the facilities listed above.

Exhibit A.4 Dry Utility Engineering 4/10

HORIZONS @ NEW RANCHO

- 4 -

JULY 6, 2012

EXHIBIT B

SCOPE OF WORK AND COMPENSATION

Task Order #1: Dry Utility Management, Design & Coordination: Electric, natural gas, telephone and cable television will be coordinated and designed to serve the project.

Preliminary Investigation and Submittals

- Confirm location and availability of existing utilities via field visits and coordination with various utility company engineering departments
- Gather developer, civil, architectural, and design information for use in preparing the utility application packages (i.e. CAD files, loading information, panel sizes, meter locations, etc.)
- Prepare and submit utility applications

Coordination and Project Management

- Coordinate with planning and design engineers at SMUD, PG&E, AT&T and Comcast to determine most economical utility feeds
- Negotiate and coordinate design standards and requirements

Natural Gas Design

- Prepare and distribute gas construction drawings per PG&E specifications
 - Schedule/coordinate "Globals" meeting with PG&E to obtain utility tie-in points, obtain plat maps, and verify design standards
 - Provide gas main sizing, connections and local system design
 - Prepare stub and service designs
 - Prepare material lists
 - Provide tie-in details to existing facilities
- Submit construction drawings to PG&E for review
- Incorporate comments, finalize gas drawings and material lists
- Distribute final gas drawings and material lists to PG&E, joint trench contractor, and client

Electric, Telephone and Cable Designs

- Expedite and coordinate utility designs to and within project
- Provide recommended joint trench routes and key facility placements to utility companies
- Review utility designs, provide value engineering

Joint Trench Composite Plan

- Distribute SMUD Commitment drawing to all utilities, civil engineer and client
- Review responses, coordinate with utilities as necessary
- Prepare and distribute preliminary joint trench composite drawing
- Incorporate review comments and finalize drawing. Distribute to all parties
- Joint Trench Composite Plan (scaled drawing) includes the following:
 - Representative trench sections - lengths, occupants and number and size of conduits and pipe

Exhibit A.4 Dry Utility Engineering 5/10

HORIZONS @ NEW RANCHO

- 5 -

JULY 9, 2012

- Excavation locations for electric, telephone and cable television splice boxes, vaults, manholes, pads and pedestals
- Typical trench cross-sections
- Provide plans to civil engineer for review and comment until all conflicts are resolved (streetlights, fire hydrants, storm drain inlets, etc.)

Joint Trench Cost Allocation Table (Form B)

- Prepare and distribute joint trench cost allocation table
- Populate table with joint trench contractor costs (when available)
- Distribute to utility companies

Contract Review and Analysis

- Review utility contracts for proper charges and fees
- Negotiate with utility companies as necessary to ensure correct advances, refunds and reimbursements
- Provide analysis and recommendations on costs and payment options

Bid Packages and Specifications

- Prepare and distribute dry utility bid packages to team and selected dry utility contractors

Ancillary Services

- Design and coordination for services to ancillary facilities (irrigation controllers, monuments, traffic signals, etc.) shown in plan sets will be provided at no additional cost where required information (main switch size, voltage requirement, single line diagrams, etc) is available at time of submittals. Ancillary service requests that require separate submittals and coordination will be invoiced time and expense.

Meetings:

- Preparation for and attendance at three (3) meetings have been included in base fees for the tasks listed above (a developer/team meeting, a Globals meeting and a preconstruction meeting)
- Preparation for and attendance at additional necessary or requested meetings (above 3) will be charged time and expense based on the fee schedule provided with this proposal

Dry Utility Management/Design/Coordination

(Lump Sum) \$13,655

Task Order #2: Convert Existing Overhead Lines to Underground

Overhead facilities consisting of SMUD three phase 12 kV primary and Comcast cable television traverse the site and continue northeast on Woodberry Way. In order to convert the line to underground, new underground facilities will need to be installed, cut over and energized (to maintain service to the businesses on Woodberry served from these facilities) before the existing overhead facilities can be removed. Coordination and shutdowns to accommodate the cutovers will be required.

Exhibit A.4 Dry Utility Engineering 6/10

HORIZONS @ NEW RANCHO

- 6 -

JULY 6, 2012

- Meet/coordinate with utility representatives to determine actions/options required to relocate, rearrange or convert the dry utilities impacting the site.
- Coordinate proposed relocations with architect and civil engineer
- Expedite and coordinate engineering designs with utility companies
- Review designs – provide value engineering
- Review/negotiate utility contracts, charges and fees

This task order assumes the facilities listed in the project description (other than those specifically discussed above) are protected in place and not relocated.

Relocation Management/Design/Coordination (Lump Sum) \$4,800

Task Order #3: General Issues & Meetings Budget: Issues may arise that require action or coordination by Consultant not covered by the task orders above. Additionally, team and project meetings (4 meetings assumed) with the City may be required. It's recommended that a budget be established to deal with these various incidental requests and meetings should they arise.

General Issues (Time & Expense – 12 hours assumed) Budget \$1,920

Task Order #4: Construction Management Services

The hours required for construction management services will depend to a large part on the skill and knowledge of the successful contractor. Since these skills are difficult to quantify at these early stages, construction management services will be charged time and expense:

- Provide ongoing support to contractor, utility companies and owners through construction process
- Coordinate with utilities to resolve construction issues and respond to field changes as needed

Task Order #4 (Time and Expense– 12 hours assumed) Budget \$2,400

SUMMARY OF TASKS & FEES

Task 1 - Dry Utility Management, Design & Coordination	\$13,655
Task 2 - Convert Existing Overhead Lines to Underground	\$4,800
Task 3 - General Issues & Meetings Budget	\$1,920
Task 4 - Construction Management Services	<u>\$2,400</u>
Total Estimated Fees	\$22,775*

* Not to exceed without written authorization

Exhibit A.4 Dry Utility Engineering 7/10

HORIZONS @ NEW RANCHO

- 7 -

JULY 6, 2012

Developer will provide the following:

- Site, improvement, landscape and architectural plans (electronic and hard copy)
 - Site plan showing electrical rooms/electric switchboard locations, gas meter locations, telco rooms/telephone MPOE locations
 - Building floor plans, footprint & elevations
 - Electrical sheets with electric service voltage requested, single line diagram, main switch size, preferred transformer locations
 - Mechanical sheets with gas meter location, gas loads (equipment schedule with BTU ratings), pressure requested
 - Detailed project summary and estimated building square footage
 - Civil improvement plans with grading plans
- Miscellaneous project plans and details developed by architect, civil engineer and other project consultants (as available)
- Permits, easements, rights of way, city/county approvals as required
- Utility application fees

Exclusions:

The following additional tasks, if requested, will result in amendments to this agreement and will be proposed (either Lump Sum or T&E) as additional tasks, based on our current rate schedule:

- Relocations of existing facilities not mentioned in scope of work above
- Negotiation/acquisition of rights of ways and easements
- Detailed cost opinions and utility budgets not listed in scope of work above
- Significant challenges to utility charges, fees and/or rule interpretations
- Revisions to project plans by client or utility companies causing utility redesigns or renegotiations
- Permit applications, submittals, acquisition
- Any work beyond 50' of project boundary not listed in scope of work above
- Other tasks requested by Client

Stipulations:

- The Task Order projects described above shall each be designed and built in a single phase
- Protective bollards and retaining walls not included in designs (to be field fit as required)
- Invoices will be submitted monthly based either on percentage of work completed and/or hours worked

Rate Schedule and Other Direct Costs

For segments or projects not billed on a lump sum, Client agrees to pay and Consultant agrees to accept compensation billed on an hourly basis per the following fee schedule:

Principal	\$160.00/hour
Gas or Electric Designer/Project Manager	\$130.00/hour
Clerical	\$65.00/hour

Exhibit A.4 Dry Utility Engineering 8/10

HORIZONS @ NEW RANCHO

- 8 -

JULY 6, 2012

Other Direct Costs (ODC's): Mileage will be charged at \$.56/mile or the currently effective IRS rate. Out of pocket expenses including but not limited to postage, reproductions, plotting and delivery fees will be billed cost plus 15%:

Reimbursables

(T&E Budget) \$700*

*Not to exceed without written authorization

The above rate schedule is good for 12 months, subject then to revision. Overtime rates apply to non-exempt employees. ODC's are subject to review and adjustment as necessary.

EXHIBIT C
STANDARD TERMS & CONDITIONS

1. Scope. Consultant agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. Those terms and conditions, when executed by Client, shall constitute a binding agreement on both parties (the "Agreement").
2. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment required for furnishing services pursuant to this Agreement.
3. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and not an employee of Client. Client shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Client shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
4. Standard of Care. The standard of care for all professional consulting services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same or similar localities.
5. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
6. Limitation on Liability. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or consultant's fee, whichever is greater. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.
7. Consultant Not Agent. Except as Client may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Client in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Client to any obligation whatsoever.
8. Products of Consulting. All products of consulting (sketches, field notes, computer files, computer software developed by Consultant) are, and shall remain, property of the Consultant; provided, however, so long as Client is not in default under this Agreement Consultant shall make accessible and available to Client, and other agents retained by Client, information and data pertinent to Client's activities on the project.
9. Cost Estimates. If the scope of services requires Consultant to provide its opinion of probable costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as to the probable costs. However, since Consultant has no control over the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
10. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement without the prior written consent of the other party. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
11. Termination. This Agreement may be terminated by either party on written notice to the other, the effective date of cancellation being the 30th day of said written notice. Consultant shall be entitled to the compensation earned by it prior to the date of termination, computed pro rata up to and including the date of termination.

Exhibit A.4 Dry Utility Engineering 10/10

HORIZONS @ NEW RANCHO

- 10 -

JULY 6, 2012

12. No Guarantees. Subject to the standard of performance set forth in Section 4 above, Client acknowledges that Consultant has made no guarantees regarding the outcome of any phase of this project and that any statements Consultant has made about the outcome reflect only Consultant's opinion.
13. Hold Harmless and Indemnify. Client agrees to hold Consultant and Consultant agrees to hold Client harmless for any and all claims and damages for personal injury or property damage arising out of the performance of Consultant's duty under this Agreement. Client agrees to hold Consultant harmless for damages resulting from professional opinions or actions arising out of the performance of his duty under this Agreement. Client agrees to indemnify Consultant and Consultant agrees to indemnify Client for any losses for personal injury or property damage incurred by Consultant arising out of the performance of his duty under this Agreement.
14. Entire Agreement. This Agreement replaces and supersedes any and all other agreements between Consultant and Client concerning the matter which is the subject of this Agreement. This Agreement contains all of the promises and agreements between Consultant and Client concerning your project. Both Consultant and Client acknowledge that the other has made no representations, promises or agreements concerning this project except those set out in this Agreement. Both agree that the only statements or promises that will be binding are those set forth in this Agreement (or any duly executed change orders or amendments hereto). This Agreement is to be governed by the laws of California. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.
15. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to bring a legal suit to enforce any of the provisions of this Agreement, the parties agree that a court of competent jurisdiction may determine and fix reasonable attorney fees to be paid the successful litigant.
16. Changes. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of performance of services and in compensation shall be expressly set forth in the proposed change.

Exhibit A.5 Sprinklers

1/2

FIREGUARD ENGINEERING
 7821 Hammonton-Smartville Rd.
 Smartville, CA 95977
 Bus: (530) 639-2565 Fax: (530) 639-2411
 CA State License # C-16 350925
 Email: dais@fireguardeng.com

Proposal and Contract

Robin Murphy
 Stricker Cato Murphy Architects
 311 First Ave. South Suite 300
 Seattle, WA 98104

July 23, 2012

Subject: Fire Sprinkler Design for the proposed Horizon's @ New Rancho 3 story residential apartment building located in Rancho Cordova, California

For the sum of: Eighteen Thousand Seven Hundred Fifty Dollars, (\$18,750.00), Fireguard will provide complete NFPA-13 Fire Sprinkler Design and Calculations for the above subject project.

The following items are included:

1. Complete Light Hazard / Ordinary Hazard combination Fire Sprinkler design and Hydraulic Calculations per CAD and PDF plan files provided by: Stricker Cato Murphy Architects.
2. Supplemental hydraulic calculations for Ordinary Hazard areas as required.
3. Design shall be per the 2010 edition of the National Fire Protection Association Standard #13, and per the Sacramento Metropolitan Fire District Standard.
4. Design for pendent sprinklers below all ceilings spaced to walls, and upright sprinklers in attics not completely filled with insulation, is included.
5. Fees for Registered Professional Engineer review of plans and calculations along with wet seal and wet signature is included.
6. CAD and PDF files for the fire sprinkler design will be emailed to Robin Murphy for additional plotting and printing of plans and calculations for submittal as necessary.
7. Two sets of PE wet seal and wet signature plotted drawings and printed calculations delivered to the Stricker Cato Murphy Architects office at the above listed location is included.
8. Due to the limited time allowed to complete this project, in lieu of item # 7 above, the two sets of PE wet seal and wet signature plans and calculations as described above will be hand delivered to Jason Bos at Clayton Homes located in Sacramento, California if desired.
9. Material data specification cut sheet PDF files are included, and will be emailed to Robin Murphy for printing and submittal as necessary.

The following items are EXCLUDED:

1. Plan and calculations submittal, permit fees, or plan check fees
2. Fire pump design if there is not sufficient fire flow and pressure available at the site
3. Fire flow testing, obtaining fire flow test results, or fees to obtain fire flow test results.
4. Plotting of drawings or printing of hydraulic calculations or material files, other than noted above
5. Worker's Compensation or Liability Insurance if required
6. Structural Engineering or Fire Alarms design if required
7. Any changes to original plans given to Fireguard

RM (Initials) _____ (Initials) (PLEASE INITIAL)

CONTINUED ON PAGE 2

Exhibit A.5 Sprinklers

Page 2

2/2

Every effort will be made to complete the design of this project by August 14th. However, now that an NFPA-13 Light Hazard / Ordinary Hazard system is required in lieu of an NFPA-13R residential system, and because the California Registered Professional Engineer is located in Arizona, the deadline date of August 14th cannot be guaranteed.

In addition to the extra design time required because the system is no longer considered residential, 5 additional days are required for the Registered Professional Engineer to review the plans and calculations. This includes time required for to and from next day air mailing, and plotting and printing time for the two sets of wet signed plans and calculations.

The following items will be required as soon as possible if we want to even have a chance to make the August 14th deadline. Any changes or incomplete plans may cause delays.

1. Complete set of PDF files.
2. Fire flow and pressure test results along with test hydrant locations.
3. Exploded AutoCAD files for the following: (Preferably version 2009 or earlier)
 - A. Exterior walls, interior walls, with room names.
 - B. Light locations below ceilings
 - C. Heat and A/C registers below ceilings
 - D. Fan and smoke detector locations below ceilings
 - E. Heat and A/C equipment locations.
 - F. Heat and A/C duct locations
 - G. Structural plans
 - H. Interior structural and architectural section details.
 - J. Floor to ceiling connection detail.
 - K. Site plan showing proposed Fire Sprinkler U.G. configuration, riser location, new hydrant locations, existing site and street hydrant locations, fire service location and size, backflow device location and size, P.I.V. control valve locations and size if applicable.

Payment Terms: It is agreed that 90% of the contract amount will be paid within 10 days of when electronic PDF and AutoCAD files are provided to Architect for submittal. The remaining 10% is due and payable when plans and calculations are approved, or within 60 days from when electronic files are provided to Architect for submittal, whichever occurs first.

In the unlikely event that Fireguard has to take any legal action to recover any unpaid monies, Stricker, Cato Murphy Architects hereby agrees to pay for any and all costs Fireguard incurs to recover said monies.

The above terms and conditions herein on both pages # 1 and # 2 for a contract amount of \$18,750.00 are hereby approved and accepted. Please scan, sign and email to dale@fireguardeng.com or fax a signed copy to: 530-639-2411.


Dale Tibbs, Fireguard Engineering

7-23-12
Date

Signature

Print Name and Position

Date

CONTRACT NO. 55-2012-1

**EXHIBIT B
COMPENSATION SCHEDULE**

Architectural

Design Phase	\$ 10,000
Permit Ready Documents	\$ 44,000
Complete Permit and Construction Documents	\$ 15,000
Bidding	\$ 5,000
Construction Administration	\$ 10,000
Total Architectural Services	\$ 84,000

Structural Engineering

Design Phase	\$ 11,000
Permit Ready Documents	\$ 17,600
Complete Permit and Construction Documents	\$ 6,600
Bidding	\$ 2,200
Construction Administration	\$ 6,600
	\$ 44,000

Civil Engineering

Topographic survey	\$ 2,750
Design Phase	\$ 4,125
Permit Ready Documents	\$ 6,600
Complete Permit and Construction Documents	\$ 2,475
Bidding	\$ 825
Construction Administration	\$ 2,475
	\$ 19,250

Mechanical, Electrical, Plumbing

Design Phase	\$ 10,175
Permit Ready Documents	\$ 14,245
Complete Permit and Construction Documents	\$ 8,140
Bidding	\$ 2,035
Construction Administration	\$ 6,105
	\$ 40,700

Landscape and Irrigation

Design Phase	\$ 2,200
Permit Ready Documents	\$ 3,520
Complete Permit and Construction Documents	\$ 1,320
Bidding	\$ 440
Construction Administration	\$ 1,320
	\$ 8,800

Dry Utilities**\$ 25,052****Sprinklers****\$ 20,625****Total Contract****\$ 242,427**

End of Exhibit B

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

EXHIBIT C

CONSENT TO ASSIGNMENT

This Consent to Assignment ("**Consent**") is executed effective as of July 30, 2012 pursuant to Section 10.14 of the Contract for Architectural Services between the City of Rancho Cordova ("City") and Stricker Cato Murphy Architects, P.S. ("Architect"). The undersigned City, Architect and Urban Housing Communities ("Developer") hereby consent to the assignments contemplated thereby, and hereby waive all provisions in the Assigned Documents to which City is a party which would impair, hinder or prevent the making of any such assignment by City to Developer or the enforcement thereof by either Developer or Architect.

Developer may, at its option, use and rely upon the Reports, Plans and Specifications for the purposes for which they were prepared, and Architect will continue to perform its obligations under the Assigned Documents to which Developer is a party for the benefit and account of the Developer in the same manner as if performed for the benefit or account of City in the absence of the Assignment Agreement.

By its execution of this Consent, Developer agrees to look solely to Architect and its successors in interest for performance of Architect's obligations under the Assigned Documents to which Developer is a party.

City represents and warrants that (i) the Assigned Documents to which City was a party are in full force and effect, and to City's knowledge there are no defaults there-under by any party thereto; (ii) City has made no assignment of any Assigned Document to which City is a party or of its rights there-under (other than those anticipated in paragraph 10.14 to the City/Architect's contract; and (iii) there presently exists no unpaid claims presently due to Architect, except as disclosed in writing to the City by Architect, arising in connection with the performance of Architect's obligations under the Assigned Documents to which City is a party. Developer agrees that for so long as the Assignment Agreement is effective, absent the prior written consent of City, Developer shall not assign its rights or interest in any of the Assigned Documents to any entity other than a lender whose loan is secured by the Property, the Project or the Improvements with the prior written approval of the City; provided however, the City approves of any assignment to the Project lenders approved pursuant to the Financing Plan as it may be updated.

IN WITNESS WHEREOF, Developer and Architect have duly executed this Consent as of the date first written above.

SIGNATURES NEXT PAGE

Last Revised August 1, 2012

CONTRACT NO. 55-2012-1

CITY OF RANCHO CORDOVA


Ted A. Gaebler, City Manager

Date: 9-10-12

City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

DEVELOPER

John Bigley, COO

Date: _____

Urban Housing Communities LLC
2000 E. Fourth Street, Suite 205
Santa Ana, CA 92705

ARCHITECT


Peter Stricker, SCM Architects

Date: 08-22-12

Stricker Cato Murphy Architects, P.M.
310 1st Ave Suite 300
Seattle WA 98104

Last Revised August 1, 2012

ATTACHMENT 3
CONTRACT NO. 55-2012-1

CITY OF RANCHO CORDOVA

ARCHITECT

Ted A. Gaebler, City Manager

Peter Stricker, SCM Architects

Date: _____

Date: _____

City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670

Stricker Cato Murphy Architects, P.M.
310 1st Ave Suite 300
Seattle WA 98104

DEVELOPER

John Bigley, COO

Date: 8/23/2012

Urban Housing Communities LLC
2000 E. Fourth Street, Suite 205
Santa Ana, CA 92705

Last Revised August 1, 2012

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

Purchase Order		**CHANGE ORDER**	73
ATTACHMENT 3			
Purchase Order No.	PO2012-00106		
Date	8/28/2012		

Vendor:

Stricker Cato Murphy Architects, P.S
 120 Lakeside Avenue, Suite 310
 Seattle WA 98122

^ **Contract Number:** 55-2012, 55-2012-1

^ Changed Since the Previous Revision

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
Shipping Method		Reference Number	FOB				
^1	CONSULTING SERVICES		8/10/2012	Each	142,000.00	\$1.00	\$142,000.00
	ARCHITECTURAL SERVICES FOR THE HORIZONS AT NEW RANCHO SENIOR HOUSING PROJECT						
	G/L ACCT 2320-6050-54107 PROJECT # CP10-2094.2320t						
^3	CONSULTING SERVICES		8/20/2012	Each	50,000.00	\$1.00	\$50,000.00
	ARCHITECTURAL SERVICES FOR THE HORIZONS AT NEW RANCHO SENIOR HOUSING PROJECT						
	G/L ACCT: 2220-6050-54107 PROJECT #CP10-2094.2220						
^4	CONSULTING SERVICES		8/20/2012	Each	50,000.00	\$1.00	\$50,000.00
	ARCHITECTURAL SERVICES FOR THE HORIZONS AT NEW RANCHO SENIOR HOUSING PROJECT						
	G/L ACCT: 8110-6050-54107 PROJECT #CP10-2094.8110						

Subtotal	\$242,000.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$242,000.00



 Authorized Signature

City of Rancho Cordova Contract Routing Form

Complete all fields and use n/a if not applicable.

1. Contractor/Company name: Stricker Cato Murphy Architects, P.S.
2. Services to be Provided: Architectural services for the Horizons at New Rancho Senior Housing Project
3. Resolution Number and Council Adoption Date: 83-2012 adopted August 20, 2012
4. Responsible Person and Department: Jessica Hayes, Housing Services

5. Contract Activity:

	Contract #	Amount	Expiration	Contract Amount
Original	55-2012	\$86,000	July 30, 2013	\$86,000
Amendment 1	55-2012-1	\$156,427	July 30, 2013	\$242,427
Amendment 2				
Amendment 3				

- ☒ W-9 Attached or on file ☒ 590 Attached or on file

6. Budget Expense Account Number: 2320 T. 6050. 54107 (\$142,000) ^① 2220. 6050. 54107 (\$50,000) ^② 8110. 2220. 54107 (\$50,427) ^③
7. Project Number: CP10-2094.2320 CP10-2094.2220 6050
8. Grant Number: 11-LHTFOTC - 8271 CP10-2094. 8110 (attach Grantor Procurement Requirements)
9. PO Number: _____

10. Competitive Bid Process Used (choose 1)

- ☐ Publically Bid (Clerk initials that documents are on file: _____)
- ☐ Informal Bid (Evidence attached)
- ☒ Not Required. Why? Architect procured by project developer Professional Services

11. Department Head Initial and Date: AS

12. Risk Manager Initial and Date: [Signature]

- ☐ Standard required insurance with endorsement attached
- ☐ List modified insurance:
- ☐ General _____ ☐ Auto _____
- ☐ Professional _____ ☐ Workers Compensation _____

Justification: _____

(attach approval e-mail or checklist)

13. City Attorney Review Initial and Date: _____

(Check One)

- ☒ Professional Services Agreement - Amendment (PSA-A) Template Used
- ☐ Professional Services Agreement (PSA) Template Used
- ☐ Professional Services Agreement - Short Form (PSA-S) Template Used
- ☐ General Services Agreement (GSA) Template Used
- ☐ Construction Services Agreement (CSA) Template Used
- ☐ Franchise Agreement
- ☐ Custom Agreement **AND** E-mail Approval is Attached
- ☐ City Attorney Drafted **AND** E-mail Approval is Attached
- ☐ City Attorney Reviewed **AND** E-mail Approval is Attached
- ☐ Modification of Template **AND** Redline of Changes to Template is Attached

Routing Notes:

= if template modified at all, include redline version • = document attached

Rev. 8-2-12

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND STRICKER CATO MURPHY ARCHITECTS,
P.S.**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Stricker Cato Murphy Architects, P.S. ("Professional") as of January 1, 2013. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated August 10, 2012 for the purpose of providing Architectural services for the Horizons @ New Rancho senior multi-family housing project; and

WHEREAS, this Amendment will allow for revised fire sprinkler design for the proposed Horizons @ New Rancho project that is consistent with the 2010 edition of the National Fire Protection Association Standard #13R, and RADCO requirements; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$86,000.00. The First Amendment to the PSA added \$156,427.00 to amend Section 2 to provide that the City agrees to pay Professional a sum not to exceed \$242,427.00. The Parties agree to further amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed **Two Hundred Forty Nine Thousand Two Hundred Forty-Seven Dollars and Fifty Cents (\$249,247.50)**, notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.
3. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

Last Revised August 1, 2012

4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Ted A. Gaebler, City Manager

Peter Stricker, SCMA

Date:_____

Date:_____

Attest:

Mindy Cuppy, CMC, City Clerk

Date:_____

Approved as to Form:

Adam Lindgren, City Attorney

Date:_____

1208092.2

Last Revised August 1, 2012

EXHIBIT B
COMPENSATION SCHEDULE

Updated

Architectural	
Design Phase	\$ 10,000
Permit Ready Documents	\$ 44,000
Complete Permit and Construction Documents	\$ 15,000
Bidding	\$ 5,000
Construction Administration	\$ 10,000
Total Architectural Services	\$ 84,000
Structural Engineering	
Design Phase	\$ 11,000
Permit Ready Documents	\$ 17,600
Complete Permit and Construction Documents	\$ 6,600
Bidding	\$ 2,200
Construction Administration	\$ 6,600
	\$ 44,000
Civil Engineering	
Topographic survey	\$ 2,750
Design Phase	\$ 4,125
Permit Ready Documents	\$ 6,600
Complete Permit and Construction Documents	\$ 2,475
Bidding	\$ 825
Construction Administration	\$ 2,475
	\$ 19,250
Mechanical, Electrical, Plumbing	
Design Phase	\$ 10,175
Permit Ready Documents	\$ 14,245
Complete Permit and Construction Documents	\$ 8,140
Bidding	\$ 2,035
Construction Administration	\$ 6,105
	\$ 40,700
Landscape and Irrigation	
Design Phase	\$ 2,200
Permit Ready Documents	\$ 3,520
Complete Permit and Construction Documents	\$ 1,320
Bidding	\$ 440
Construction Administration	\$ 1,320
	\$ 8,800
Dry Utilities	\$ 25,052
Sprinklers	\$ 27,445
Total Contract	\$ 249,247.50

Last Revised August 1, 2012

FIREGUARD ENGINEERING

7821 Hammonton-Smartville Rd.
 Smartville, CA 95977
 Bus. (530) 639-2569 Fax: (530) 639-2411
 CA State License # C-16 350925
 Email: dale@fireguardeng.com

Proposal and Contract

Robin Murphy
 Stricker Cato Murphy Architects.
 311 First Ave. South, Suite 300
 Seattle, WA 98104

November 6, 2012

Subject: Revised Fire Sprinkler Design for the proposed Horizon's @ New Rancho 3 story residential apartment building located in Rancho Cordova, California.

For the sum of: Six Thousand Two Hundred Dollars, (\$6,200.00), Fireguard will provide complete NFPA-13R Fire Sprinkler Design and Calculations for the above subject project.

The following items are included:

1. Complete NFPA-13R Fire Sprinkler design and Hydraulic Calculations per CAD and PDF plan files previously provided by: Stricker Cato Murphy Architects.
2. Design shall be per the 2010 edition of the National Fire Protection Association Standard #13R, and RADCO requirements.
3. Pendent sprinklers below ceilings shall be designed per NFPA-13R requirements.
4. Completed CAD and PDF files for the fire sprinkler design will be emailed to Robin Murphy for additional plotting and printing of plans and calculations for submittal as necessary.
5. Material data specification cut sheet PDF files are included, and will be emailed to Robin Murphy for printing and submittal as necessary.

The following items are EXCLUDED:

1. Plan and calculations submittal, permit fees, or plan check fees.
2. Fire pump design if there is not sufficient fire flow and pressure available at the site.
3. Fire flow testing, obtaining fire flow test results, or fees to obtain fire flow test results.
4. Plotting of drawings, printing of hydraulic calculations or material files.
5. Worker's Compensation or Liability Insurance if required.
6. Structural Engineering or Fire Alarms design if required.
7. Any changes to plans already provided to Fireguard.
8. PE review or stamping fees. (Not required by RADCO).

RM (Initials) _____ (Initials) (PLEASE INITIAL)

Last Revised August 1, 2012

ATTACHMENT 4
CONTRACT NO. 55-2012-2

Payment Terms: It is agreed that 90% of the contract amount will be paid within 30 days of completion. The remaining 10% is due and payable when plans and calculations are approved, or within 60 days from completion, whichever occurs first.

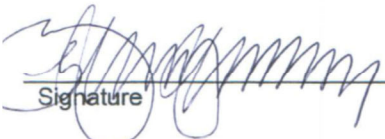
In the unlikely event that Fireguard has to take any legal action to recover any unpaid monies, Stricker, Cato, Murphy Architects hereby agrees to pay for any and all costs Fireguard incurs to recover said monies.

Note: This contract is in addition to the original contract dated July 23, 2102 and signed on July 25, 2012, which was for fire sprinkler design which has already been completed by Fireguard Engineering.

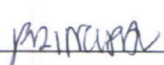
The above terms and conditions herein on both pages # 1 and # 2 for a contract amount of: \$6,200.00 are hereby approved and accepted: Please scan, sign and email to: dale@fireguardeng.com or fax a signed copy to: 530-639-2411. (Please initial page 1).


 Dale Tibbs — Fireguard Engineering

Date: 11-6-12


 Signature


 Print Name and Position

 
 Date: 11-15-12

Last Revised August 1, 2012

MEMORANDUM



DATE: March 18, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **BLUE FRONT RECYCLING COMPANY CONDITIONAL USE PERMIT;
PROJECT NO. DD7684 – LOCATED AT 10971 OLSON DRIVE.**

PROPERTY OWNER: Koreana Plaza Mr. Byang Joo Yu 10971 Olson Drive Rancho Cordova, CA 95670	APPLICANT/DEVELOPER: Blue Front Recycling Company Mr. Ivan J Silva Mota 7697 Center Parkway Sacramento, CA 95823
--	---

PROJECT: FILE: LOCATION: APN: PLANNER:	Blue Front Recycling Company – Conditional Use Permit DD7684 10971 Olson Drive 072-0280-099 William Campbell
---	--

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt the attached Resolution 35-2013 Denying Blue Front Recycling Company Conditional Use Permit, Project No. DD7684 located at 10971 Olson Drive.
2. Direct Planning staff to evaluate potential alternative locations for a certified recycling center.

RESULT OF RECOMMENDED ACTION

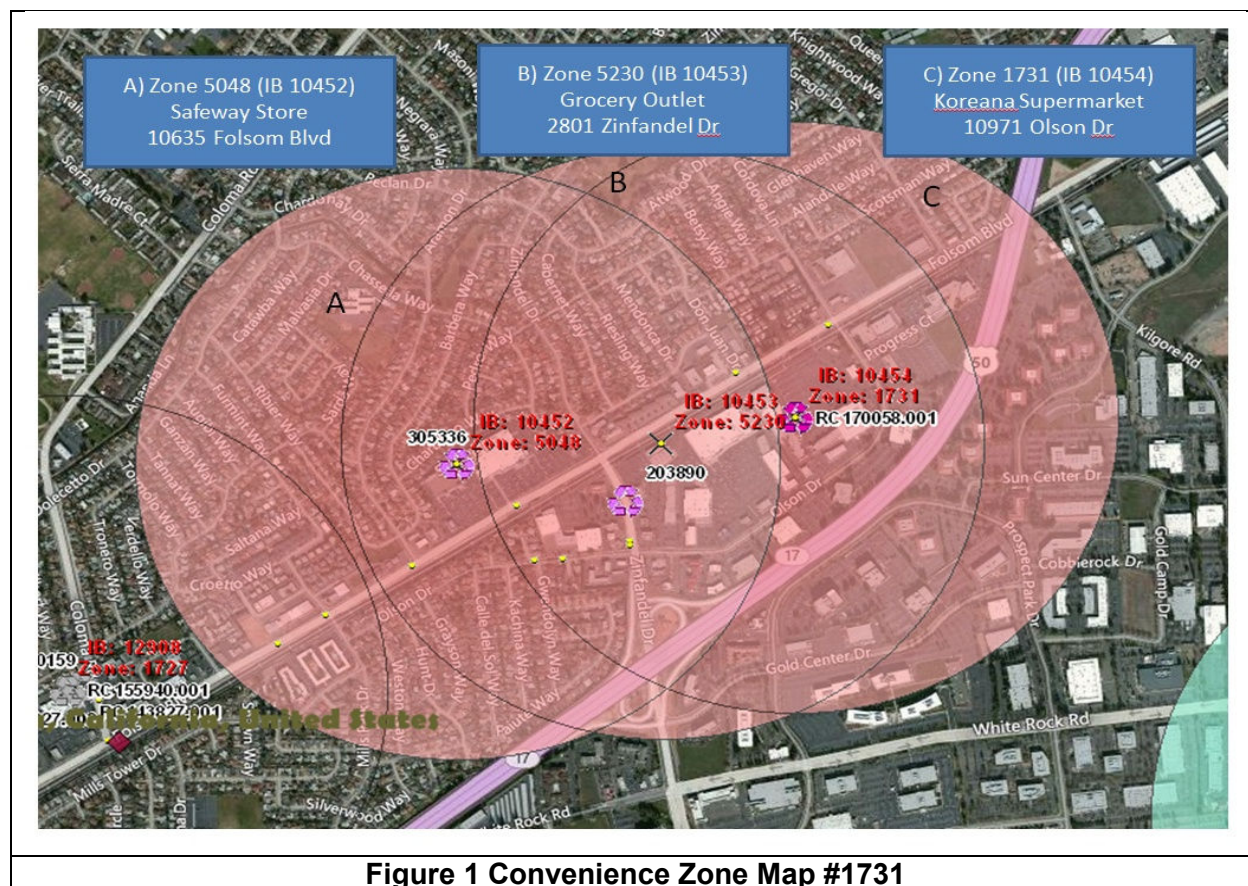
The recommended action will deny the request for the Blue Front facility at the proposed location. Because State law requires that consumers have convenient access to recycling facilities, an alternative solution is required. Until such time, as a consolidated recycling facility is established in a suitable location, the State will require affected store to either provide in-store recycling or to pay a fee of \$100 per day to the State.

BACKGROUND

The application under review was jointly proposed by the owners of the Koreana Market and Blue Front Recycling. The proposal is in response to requirements imposed by the State Department of Resources Recycling and Recovery (DRR&R). DRR&R had previously

determined that the Koreana Market, the Safeway on Folsom Boulevard and the Grocery Outlet on Zinfandel and Folsom are all required to comply to recycling requirements. More recently DRR&R staff have determined that the Wal-Mart on Folsom Boulevard and the Target on Olson Drive are also required to comply with State recycling requirements.

The City Council began its review and deliberation on the requested Conditional Use Permit for a stand-alone recycling operation on the Koreana Market property on February 19, 2013. At the conclusion of the meeting, the City Council continued the matter to March 18th to allow staff additional time to develop and bring back options for the requested project. The City Attorney's office was tasked with reframing the legal obligations of the merchant's responsibility in meeting the State's recycling requirements, and staff was directed to explore the options for the City Council to consider.



LEGAL OBLIGATIONS

Under State law, the Department of Resources Recycling and Recovery (DRR&R) generally requires all businesses that sell recyclable beverage containers (CRV) to provide recycling. This requirement applies to all “dealers” of recyclable beverages which includes supermarkets, liquor stores, convenience stores, and even “big box” retailers (such as Target and Wal-Mart), but does not apply to restaurants, bars, vending machine operators or certain businesses with limited sales (such as Home Depot or Blockbuster Video).

Businesses may satisfy their recycling requirement by: (1) being located in a convenience zone that has at least one recycling center; (2) providing in-store redemption/recycling; or (3) paying one-hundred dollars (\$100) per day to the DRR&R until either option 1 or 2 is met.

For stores that rely on a recycling facility located on a parcel separate from the store, the recycling facility must be located within a “convenience zone,” typically defined as a zone within one-half mile of the store selling the CRV containers.

DRR&R staff had previously indicated that the State had some flexibility to approve an exemption allowing recycling centers inside of, or adjacent to, a convenience zone. In a February 20th email, DRR&R staff explained that they may have the authority to approve a recycling center within one mile of the stores selling the CRV containers if it would provide better options for siting a recycling operation. While this is not a formal determination, it gives the City the possible alternative of locating a recycling center in a much larger area than previously indicated by the State.

Koreana Market, Safeway and Grocery Outlet have already received notice from the Department that they are not in compliance with the requirement for recycling. They were given a grace period to come into compliance, after which the in DRR&R indicated that they would be required to pay the \$100 per day fee.

Following the February 19th City Council meeting, Planning staff exchanged e-mails with DRR&R staff regarding issues raised by the City Council. DRR&R staff, explaining the requirements, said that without “a certified recycling center somewhere within those [three] zones, the supermarkets that create the zones, as well as the smaller beverage retailers, will continue to be required to offer in-store redemption, or opt out with a fee of \$100/day.” DRR&R staff said the “grace period has come and gone” and “in-store redemption is currently required, and none of these dealers have opted to pay the daily fee.”

WAL-MART AND TARGET

According to DRR&R staff, Wal-Mart and Target are subject to the same obligations to provide recycling of CRV containers. If a consolidated recycling facility is not approved by the City Council, then these businesses would be required to provide in-house collection or to pay a fee. The State is supporting the consolidated recycling facility option, and it is anticipated that a certified consolidated collection facility would allow all five stores to comply with State regulations without the need to provide in-store recycling/redemption.

ALTERNATIVE OPTIONS

The earlier Staff Report covered the option of approving a stand-alone recycling operation that would serve the three identified convenience zones. The City Council expressed initial opposition to the requested application. However, it directed staff to explore alternatives to the stand-alone recycle operation before taking final action on the proposal. The following are the possible alternatives:

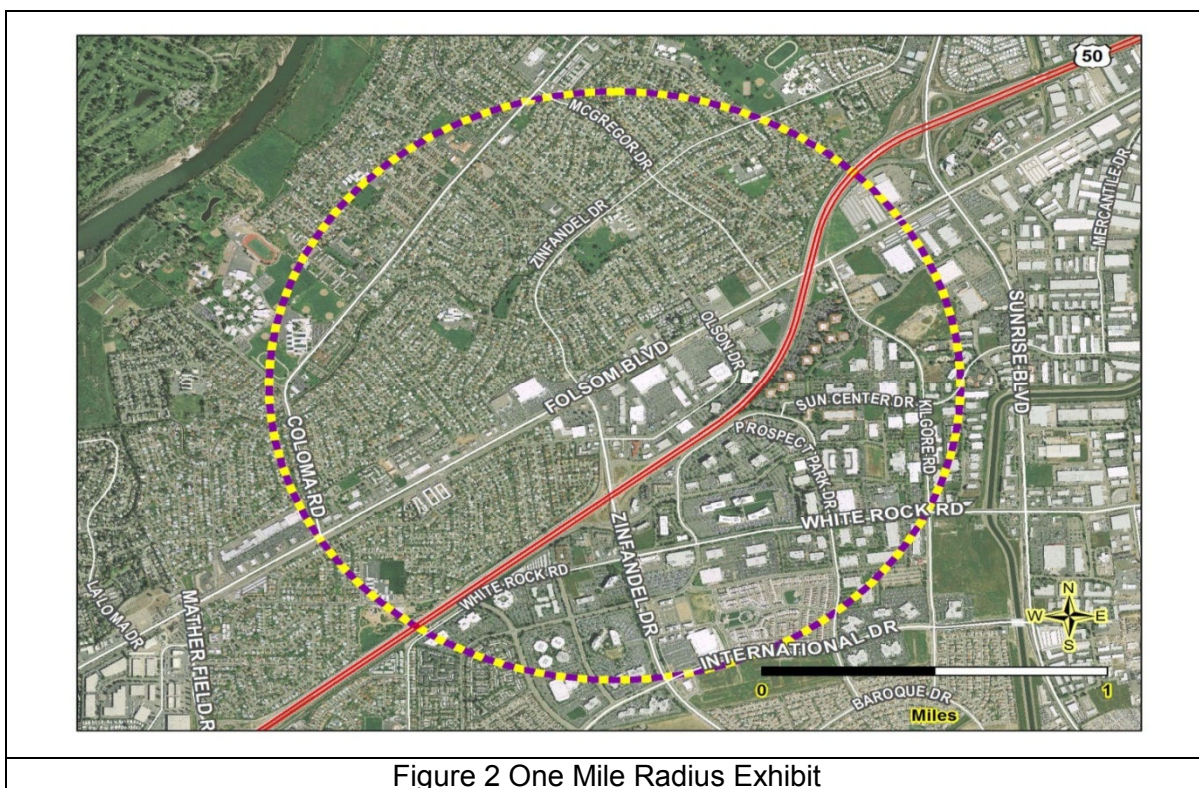
1. Store Front – An alternative used by other jurisdictions is to place the collection facility into a storefront space. According to the DRR&R very few recyclers are using this method due to cost of rental space and availability. At the February meeting, this option was discussed but no consensus was obtained as to whether it was favorable or not. Staff learned of one new operation (locally) behind the Auto Zone in the Grocery Outlet-

anchored shopping center on Watt Avenue and Whitney Avenue (facing Whitney Avenue). This approach would require an applicant to find a tenant space and secure a lease before the State would certify the location.

2. In-store – This alternative was also briefly discussed during the hearing, due to one of the three stores currently providing in-store recycling (Grocery Outlet). Staff contacted the store managers from Safeway, Grocery Outlet and Koreana Market and discussed their concerns with in-house collection. The grocers provided the following comments:

- Grocery Outlet has recently received a letter from the State and is now providing the service in-store. Currently, they are not impacted by providing the service, but it is not a well marketed or active use. Grocery Outlet has concerns that if it was to become more active, it would impact their business.
- Safeway supports a consolidated redemption facility that would meet the State requirements. They currently don't meet the State requirements and don't have an alternative plan at this time.
- Koreana Market supports the shared redemption facility and does not want to provide this service in the store. They are very concerned about the operation of a joint collection facility on their property, but they would entertain a lease for the redemption facility, and have stated that if it becomes a problem, they will discontinue their lease.

Should the City Council favor the in-store option, staff will contact the DRR&R and inform them that the merchants will need to provide in-store collection.



3. Consolidated Recycle Operation Outside the Convenience Zones – In the email exchanges with Planning staff, and as explained above, DRR&R staff explained that if the City can find a better area for a recycling operation within a mile radius generally centered on the stores selling CRV containers, the DRR&R would “have a better basis for granting an exemption to these zones.” Figure 2 above, illustrates the expanded area that DRR&R would consider for a consolidated recycling site.

There are no zoning districts in the expanded area that would permit recycling by right, thus any external recycling operation would require a Conditional Use Permit. Areas north and along Folsom Boulevard may not be suitable for the reasons the City Council expressed in the February 19th meeting. Placement of a consolidated recycling facility on the south side of the Highway 50 may have merit and, if supported by Council, staff would coordinate with a recycler to find an appropriate location.

Conditional Use Permit Application

In light of the testimony received at the earlier meeting, and the new information provided by the State, staff would recommend that the City Council deny the proposed Blue Front Recycling Use Permit and seek a more appropriate solution for required recycling/redemption services.

ATTACHMENTS

1. Resolution 35-2013 Denying Blue Front Recycling Company Conditional Use Permit, Project No. DD7684 located at 10971 Olson Drive.
2. February 20, 2013 Email from Walt Simmons re one consolidated recycle location.
3. February 20, 2013 Email from Walt Simmons re location and extend area exemption.
4. March 5, 2013 Email from Walt Simmons re Target and Wal-Mart obligation to recycle.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 35-2013

**A RESOLUTION OF THE CITY COUNCIL DENING A
USE PERMIT FOR A STATE CERTIFIED RECYCLING CENTER
IN THE KOREANA PLAZA SHOPPING CENTER, PROJECT NO. DD7684**

WHEREAS, Blue Front Recycling Company (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Conditional Use Permit to operate a recycling center within the Koreana Plaza Shopping Center. The project is located at 10971 Olson Drive. (Assessor's Parcel Number: 072-0280-099); and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova conducted a properly noticed public hearings (February 19 and March 18, 2013) pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine that the project site is exempt from the California Environmental Quality Act under Section 15061(b)(3), it has been determined that the project would not have a significant effect on the environment.
2. Deny the Conditional Use Permit, because all required Findings and Evidence cannot be met, as defined in Zoning Code Section 23.134.030;

A. *Finding: The site size, dimensions, location, topography, and access are not adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.*

Evidence: The proposed site along the drive access corridor of the store is not wide enough to accommodate the placement of the collection module, and would not accommodate emergency vehicles and large vehicles. Rancho Cordova Police Department testified that the location is secluded and undesirable for the public's safety, and that the general area is a high crime area. The proposed location is too close to the light rail facilities and Folsom Boulevard where the community's transient population and panhandlers are present and the recycling operation location would draw these influences and negatively impact the public's safety.

B. *Finding: Negative impacts of the proposed use on adjacent properties and on the public cannot be mitigated through application of other Code standards or other reasonable conditions of approval.*

Evidence: There are negative impacts of the proposed recycling center that cannot be mitigated at that location because of its close proximity to the light rail corridor and Folsom Boulevard, which serve as a major route for homeless individuals traversing the City. The City Council found that locating a recycling center in this area would discourage retail shoppers and hurt businesses in the area.

ATTACHMENT 1

- C. *Finding: All required public facilities have adequate capacity to serve the proposal.*
Evidence: The City Council finds that the storage container does not require public facilities, other than electrical. The container is not a permanent structure; therefore utility hook-ups will not be required to serve the structure.
- D. *Finding: The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.*
Evidence: Other than a use permit, there are no special development standards, design guidelines or special use provisions applicable to the project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



From: Simmons, Walt [<mailto:Walt.Simmons@CalRecycle.ca.gov>]
Sent: Wednesday, February 20, 2013 12:03 PM
To: Bill Campbell
Subject: RE: Blue Front Recycling RC 170058.01

Bill,
 Without a certified recycling center somewhere within in those zones, the supermarkets that create the zones as well as the smaller beverage retailers will continue to be required either to offer in-store redemption, or opt out with a fee of \$100/day. They are in essence, forced to be recycling centers of last resort. None of these stores will be able to side-step these requirements without a recycling center within the zone(s), nor will they be able to dictate hours of service for redemption that are less than their hours of operation. By contrast, a recycling center can operate a minimum (or maximum) of 30 hours per week.

We hope that the council might consider that one recycling center can keep the dealers from having to redeem CRV, and perhaps there is another better location than the one proposed by Blue Front Recycling. In some recent cases, we have seen recycling centers open in open berths in shopping center, thereby avoiding a free-standing mobile recycling center in the parking lot.

Thanks,

Walt

Walt Simmons
 Supervisor
 Convenience Zone Unit



walt.simmons@calrecycle.ca.gov
 Desk (916) 445-5916
 FAX (916) 552-4901

From: Bill Campbell [<mailto:bcampbell@cityofranchocordova.org>]
Sent: Wednesday, February 20, 2013 11:51 AM
To: Simmons, Walt
Subject: RE: Blue Front Recycling RC 170058.01

Walt: Our Council is not supporting an external recycler (Blue Front) and asked staff to look into other options. If one of the three stores elects to do in-store redemption, will that satisfy the requirements? On another note, did the recently



From: Simmons, Walt [<mailto:Walt.Simmons@CalRecycle.ca.gov>]
Sent: Wednesday, February 20, 2013 1:49 PM
To: Bill Campbell
Subject: RE: Blue Front Recycling RC 170058.01

Bill,

The dealers have no timeline at this point since their 60-day grace period has come and gone. In-store redemption is currently required, and none of these dealers have opted to pay the daily fee.

In my experience, some homeless individuals do indeed scavenge from curbside bins, and because they are the most visible, they are often become the prime scapegoat. In observing curbside theft trending in numerous California cities, the homeless should be a lesser target when compared to people with pickup trucks that engage in scavenging in the early hours of the morning. With trucks, these individuals can pick from bins far more efficiently and effectively than someone pushing a shopping cart, and they often store their ill-gotten CRV supply in storage areas.

I can also mention that if there is a better area for a new recycling center, that is within a mile of these zones, we would then have a better basis for granting exemption to these zones.

Walt

Bill Campbell

From: Simmons, Walt <Walt.Simmons@CalRecycle.ca.gov>
Sent: Tuesday, March 05, 2013 8:09 AM
To: Bill Campbell
Subject: RE: Blue Front Recycling RC 170058.01

Bill - Both businesses are dealers (beverage retailers) and are in unserved zones. In unserved zones, the supermarkets are not alone in the requirement to offer in-store redemption of CRV. This requirement applies also to liquor stores, convenience stores and clear up to large box retailers like Target or Wal Mart. Restaurants and bars are not subject to this requirement, nor are businesses like Home Depot or Blockbuster Video (the latter which sometimes keep a small cooler on hand, but do not depend on beverage sales in their business model).

Suffice it to say that a single recycling center in the Rancho Cordova zones in focus will relieve quite a few dealers of this responsibility.

Walt

Walt Simmons
 Supervisor
 Convenience Zone Unit



walt.simmons@calrecycle.ca.gov
 Desk (916) 445-5916
 FAX (916) 552-4901

From: Bill Campbell [mailto:bcampbell@cityofranhocordova.org]
Sent: Monday, March 04, 2013 9:31 AM
To: Simmons, Walt
Subject: RE: Blue Front Recycling RC 170058.01

Walt: in a previous email (see below) are Target and Walmart under the same recycle mandate?

Bill Campbell
 Principal Planner
 2729 Prospect Park
 City of Rancho Cordova
 916 851-8752