



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

Monday, August 20, 2012

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member



*Dates Pending Approval



**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, August 20, 2012

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

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 Glenda Harr, First Covenant Church, will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Administrative Excellence Award to Executive Assistant Stacy Leitner by Robert Half International, Recruiting Manager Lisa Cole and Jason Stoke.
- 5.2 Presentation of Proclamation to Bill Doss in Support of Prostate Cancer Awareness Month.
- 5.3 Presentation of Proclamation to Cordova Community Council Executive Director Shelly

Blanchard, Proclaiming August as Arts Month.

- 5.4 Presentation Regarding the Sacramento Childrens Museum by Executive Director Sharon Stone-Smith.
- 5.5 Presentation by Daniel Sanchez on his Internship at the City of Rancho Cordova.
- 5.6 Recognition of Council Member Robert J. McGarvey's Birthday on August 10.

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:
 - a) July 10, 2012 Special Meeting;
 - b) July 16, 2012 Special and Regular Meeting; and
 - c) July 24, 2012 Special Meeting.**Recommendation:** Adopt minutes.
- 8.2 **Subject:** Quarterly Treasurer's Report
Recommendation: Receive and file report.
Result of Recommended Action: This report provides Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5.
- 8.3 **Subject:** Resolution Designating Voting Delegate and Alternates for the 2012 League of California Cities Annual Conference to be Held September 5-7 in San Diego, CA
Recommendation: Adopt Resolution No. 76-2012.
Result of Recommended Action: The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.
Staff Report: Mindy Cuppy, City Clerk's Department
Advances Goal: 4.
- 8.4 **Subject:** Annexation of Walgreens Project to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance)

Recommendation: Adopt Resolution No. 77-2012.

Result of Recommended Action: Adoption of this resolution declares the results of the special mailed-ballot election for the Walgreens Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance); orders the annexation; authorizes the special tax levy on that project; and directs the recording of the Amended Notice of Special Tax Lien. There is no financial impact to existing residents.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goal: 5.

- 8.5 **Subject:** Approval of Parcel Map of Subdivision No. 2012-001-01; Aka, North East Corner of Folsom Boulevard and Zinfandel Drive

Recommendation: Approval of Parcel Map of Subdivision No. 2012-001-01 being lots A, B, C, 3, and 4 and the south 55 feet of lots 2, 5, 7, 8, and 9 of "Rancho Cordova" recorded in Book 35, of Maps at Page 14; located on north east corner of Folsom Boulevard and Zinfandel Drive (the proposed Walgreens location).

Result of Recommended Action: Approval of this recommendation will result in the recording of the parcel map reapportioning two commercial parcels into three.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2, 5 and 6.

- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute a First Amendment Agreement for Transportation Operations and Maintenance Services with Sacramento County

Recommendation: Adopt Resolution No. 78-2012.

Result of Recommended Action: Amendment modifies original Transportation Operating and Maintenance Services Agreement with Sacramento County, executed in 2004, to reduce scope of service to only include traffic signal maintenance and operation, as well as bridge maintenance.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goal: 5.

- 8.7 **Subject:** Resolution Awarding Construction Contract to Hodgson General Engineering Contractors, Inc. For The Douglas Road Bike Connection Project in an Amount of \$115,052

Recommendation: Adopt Resolution No. 79-2012.

Result of Recommended Action: Adoption of this resolution would award a construction contract to Hodgson General Engineering Contractors, Inc., the lowest responsive bidder, who would perform work on the Douglas Road Bike Connection Project. Work performed under this construction contract includes furnishing of all labor, materials and equipment for doing all work necessary to provide a bike connection from Douglas Road to Folsom South Canal.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2 and 5.

- 8.8 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Orders with Douglas Veerkamp General Engineering for the Folsom Boulevard Phase 3 Project in the Total Amount of \$104,209.36 and Authorizing the City Manager to Approve Future Change Orders Up to A Maximum of \$400,000

Recommendation: Adopt Resolution No. 80-2012.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract change orders (CCO's) associated with the Folsom Boulevard Phase 3 project. Execution of the CCO's will increase the current amount of

Construction Contract No. 87-2011 from \$4,262,774.35 to \$4,366,983.71.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2, 3, 5 and 6.

- 8.9 **Subject:** Resolution Authorizing the City Manager to Execute a Third Contract Amendment with MCE Corporation Not To Exceed the Amount of \$270,000 Annually for Contract Maintenance Workers and Public Works After Hours Call Services

Recommendation: Adopt Resolution No. 81-2012.

Result of Recommended Action: Adoption of this resolution will allow the Public Works Department to continue to contract with MCE Corporation for three maintenance workers to perform routine maintenance within the City limits and to provide after hours call services. This third amendment will increase the annual amount from \$200,000 to \$270,000.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2, and 5.

- 8.10 **Subject:** Resolution Making Minor Modification to Resolution No. 107-2011, Adopted November 21, 2011, Authorization Application for CalHOME Grant Funds to Support the REHAB-O Program

Recommendation: Adopt Resolution No. 82-2012.

Result of Recommended Action: Adoption of this resolution responds to a new State requirement and will permit completion of contract agreements for the CalHOME grant through the California State Housing and Community Development Department. This resolution modifies previously adopted resolution No. 107-2011 by adding the identification of the City Manager to be Ted Gaebler and that he be the designated official to sign the State of California's Standard Agreement 213 and any amendments thereto for the recently awarded CalHOME grant.

Staff Report: Reed Flory and Dana Grossi, Housing Division

Advances Goals: 1, 2, 3, and 5.

GROWING STRONG NEIGHBORHOODS

- 8.11 **Subject:** Resolution Authorizing the City Manager to Execute a Professional Services Agreement Amendment with Stricker Cato Murphy Architects, P.S. for the Provision of Architectural Services for the Horizons @ New Rancho Senior Housing Project

Recommendation: Adopt Resolution No. 83-2012.

Result of Recommended Action: Adoption of this resolution will allow Stricker Cato Murphy Architects, P.S. to provide architectural services needed for the successful design and construction of Horizons @ New Rancho, a new construction, 48-unit affordable senior rental housing project. This resolution will also allow the City to apply for a HOME grant to provide gap financing for the project.

Staff Report: Reed Flory and Dana Grossi, Housing Division

Advances Goals: 1, 2, and 6.

GROWING STRONG NEIGHBORHOODS

- 8.12 Second Reading Ordinance Repealing Section 4.22.020(C) and Section 4.22.115(B) of the Rancho Cordova Municipal Code Relating to the Location and Ownership of Cardrooms with the City of Rancho Cordova (**By the end of day August 15, 2012, the Bureau of Gambling Control had not yet commented on Ordinance No. 15-2012 as required, therefore there is a possibility that this item may need to be continued until the next Council meeting**)

Recommendation: Waive second reading and adopt Ordinance No. 15-2012.

Result of Recommended Action: Adoption of this Ordinance will repeal Section 4.22.020(C) and Section 4.22.115(B) of Chapter 4.22 entitled, "Cardrooms" of the

Rancho Cordova Municipal Code. Repealing Section 4.22.020(C) and Section 4.22.115(B) will result in the removal of two provisions in the City's municipal code that currently prohibit more than one cardroom from being located within a single structure or at a single location and prohibit one person from holding more than one cardroom license.

Staff Report: Joe Chinn, City Manager's Office and Adam U. Lindgren, City Attorney's Office

Advances Goals: 2, 5, and 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** AB 1484 Update: Presentation on Legislation Changes for the City of Rancho Cordova and Successor Agency

Recommendation: Receive presentation.

Result of Recommended Action: Receiving this presentation will help Council to better understand the new legislative laws of AB 1484 and understand the requested actions needed on Agenda Items 11.2 through 11.4.

Staff Report: Adam U. Lindgren, City Attorney's Office and Jessica Hayes, Housing Division

Advances Goal: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 11.2 **Subject:** Resolution of the City Council of the City of Rancho Cordova Acknowledging the Separate Legal Existence of the Successor Agency to the Community Redevelopment Agency; and Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Designating Officers and Adopting an Administrative and Operating Procedures

Recommendation: That Council:

- a) Adopt Resolution No. 84-2012 Designating Officers And Adopting Administrative And Operating Procedures; and
- b) Adopt Resolution No. SA 6-2012 Acknowledging the Separate Legal Existence of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova.

Result of Recommended Action: Assembly Bill 1484 slightly modified the legal status of the Successor Agency. It is therefore advisable to adopt these Resolutions indicating that the Successor Agency is a separate legal entity from the City, and that City staff and Council Members are authorized to serve in their designated capacities for the Successor Agency.

Staff Report: Adam U. Lindgren, City Attorney's Office and Micah Runner, Economic Development Department

Advances Goal: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 11.3 **Subject:** Resolutions Approving Loan Agreement between the City of Rancho Cordova

and the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova

Recommendation: That Council Adopt:

- a) Resolution No. 85-2012; and
- b) Resolution No. SA 7-2012.

Result of Recommended Action: Adoption of this resolution will allow the City of Rancho Cordova to be reimbursed for funds loaned to the Successor Agency for administrative expenses.

Staff Report: Donna Silva, Finance Department and Micah Runner, Economic Development Department

Advances Goal: 5

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 11.4 **Subject:** A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Approving the Third Recognized Obligation Payment Schedule (ROPS) for January 1, 2013 Through June 30, 2013

Recommendation: Adopt Resolution No. SA-8-2012.

Result of Recommended Action: Adoption of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on the Recognized Obligation Payment Schedule and establishes the administrative budget for the six month period; to the extent funds are available.

Staff Report: Donna Silva and Michelle Mingay, Finance Department

Advances Goal: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

City Attorney and City Clerk's Office Update to Council.

14. ADJOURNMENT

Mayor Sander will adjourn the meeting to closed session in the Community Board Room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al.; Sacramento Superior Court Case No. 34-2009-00043404-CU-EI-GDS.

Health, Education & Legal Patients' Rights, a California Unincorporated, Non-Profit Association v. City of Rancho Cordova, et al.; Sacramento Superior Court Case No. 34-2012-80001146.



Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

18. 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.cityofranhocordova.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	
Monday, September 3, 2012	LABOR DAY HOLIDAY – CITY HALL CLOSED
Tuesday, September 4, 2012	4:00 p.m. Special Meeting/Work Session 5:30 p.m. Regular Meeting
Tuesday, September 11, 2012	5:30 p.m. Special Meeting/Work Session – Presentation of the Cordova Hills Project by Project Applicants
Monday, September 17, 2012	5:30 p.m. Regular Meeting
Tuesday, September 25, 2012	5:30 p.m. Special Meeting/Work Session – Website Redesign
Monday, October 1, 2012	4:00 p.m. Special Meeting/Work Session 5:30 p.m. Regular Meeting
Tuesday, October 9, 2012	5:30 p.m. Special Meeting/Work Session – TBD
Monday, October 15, 2012	5:30 p.m. Regular Meeting
Monday, November 5, 2012	4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting
Monday, November 12, 2012	VETERAN'S DAY HOLIDAY – CITY HALL CLOSED
Tuesday, November 13, 2012	5:30 p.m. Special Meeting/Work Session – City Manager's and Departments Evaluation
Monday, November 19, 2012	5:30 p.m. Regular Meeting
Thursday and Friday, November 22-23, 2012	THANKSGIVING HOLIDAY – CITY HALL CLOSED
Monday, December 3, 2012	4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting
Tuesday, December 11, 2012	5:30 p.m. Special Meeting/Work Session – TBD

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, August 20, 2012 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on August 16, 2012 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed August 16, 2012 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk



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

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

Tuesday, July 10, 2012

**5:30 PM – Special Meeting
American River Community Room North**

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special Meeting to order in the American River Community Room North at 5:37 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Kellerman, Hollender, Chinn, Behrends, Snyder, and Sanchez

2. PUBLIC COMMENT

None.

At this point (5:38 PM) the City Council went into Closed Session in the Coloma room. The full Council reconvened in the American River Community Room North at 5:49 PM.

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Discussion of Cardroom Issues

At this point (7:06 PM) Council reordered the agenda and took up Agenda Item 6 Closed Session in the Coloma room.

ACTION: Motion by McGarvey second by Budge; Council directed staff to come back to Council on July 16 with 1) a revised ballot measure to change the tax from 3.5 percent to 3.0 percent that will include progressive tax in the future, 2) an ordinance removing the co-location prohibition and replace with a Use Permit, and 3) an ordinance to change the allowable number of cardrooms from 10 to 11. Carried by a 3:1 voice vote. (Cooley dissenting) (Sander absent)

5. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Coloma room at 7:06 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Hollender, Chinn, Behrends

6. CLOSED SESSION

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case.

4. ADJOURNMENT

Mayor Sander adjourned the closed session back to the special meeting in the American River Community Room North at 7:51 PM.

7. OPEN SESSION - REPORT FROM CLOSED SESSION

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

3.2 **Subject:** Discussion of Cordova Community Council Work Plan

ACTION: Discussion item only. No action taken.

8. ADJOURNMENT

Mayor Sander adjourned the special meeting at 10:40 PM.

Aimee Kellerman, Administrative Secretary





**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, July 16, 2012

**4:30 PM – Closed Session
Community Board Room**

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

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board room at 4:47 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Chinn, Junker, Behrends, Hollender

2. CLOSED SESSION

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case.

3. ADJOURNMENT

Mayor Sander adjourned the closed session to the regular meeting in the David B. Roberts Council Chambers at 5:35 PM.

4. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Chinn, Junker, Garcia, Sparkman, Stricker, James (RCPD), Richeal, Hollender, Cook, Flory, Haven, Holt, D. Sanchez, Crone, Nichols, Simpson, Behrends, , Taylor, Arnold, Rodriguez

5. METRO CABLE TV TELEVISION ANNOUNCEMENT

The clerk read the meetings video recording and playback schedules.

6. PLEDGE OF ALLEGIANCE

Brian Danzl led the pledge.

7. INVOCATION

Pastor Jay Fala, Center of Praise Ministries, East Campus, gave the invocation.

8. OPEN SESSION - REPORT FROM CLOSED SESSION

City Manager Ted Gaebler reported that there was no reportable action taken in closed session.

9. PRESENTATIONS

NONE.

10. PUBLIC COMMENT

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

- Diann Rogers regarding Chamber Study Mission
- Lea Hernandez requesting low income option for Allied Waste

Mayor Sander closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by Skoglund; Council approved the Consent Calendar.

Carried by a 5:0 roll call vote.

12.1 **Subject:** Meeting Minutes of July 2, 2012 Regular Meeting

Recommendation: Adopt Minutes.

12.2 **Subject:** Approval of Final Map of Sunridge Park Phase II Village No. 4D

Recommendation: Approval of Final Map of Sunridge Park Phase II Village 4D Subdivision No. RC-04-096.04D being a portion of lot 10 of Sunridge Park Phase II recorded in Book 348 of Maps, at Page 1; located on the south side of Douglas Road and the east side of Borderlands Drive.

Result of Recommended Action: Approval of this recommendation will result in the recording of the final map creating nine new residential lots.

Staff Report: Kathy Garcia, Senior Engineer

Advances Goals: 1, 2, 5, and 6.

12.3 **Subject:** A Resolution of the City Council Authorizing the City Manager or His Designee, to Submit a Home Investment Partnerships Program (HOME) Grant Application to the California Department of Housing and Community Development

Recommendation: Adopt Resolution No. 59-2012.

Result of Recommended Action: Adoption of this resolution will allow staff to submit an application for \$5,500,000 to fill the existing funding gap for a new construction, 48 unit, senior project (phase 2 of the Stagger Inn Project Area Redevelopment effort).

Staff Report: Reed Flory, Housing Department

Advances Goals: 1, 2, 3, 5, and 6.

GROWING STRONG NEIGHBORHOODS

12.4 **Subject:** A Resolution Making Minor Modification to Resolution No. 36-2012 Adopted May 7, 2012 Authorizing Application for State Local Housing Trust Fund Program (LHTFP) Matching Grant Funds

Recommendation: Adopt Resolution No. 60-2012 which modifies previously adopted resolution No. 36-2012 by adding the identification of the City Manager to be Ted Gaebler and that he be the designated official to sign the State of California's Standard Agreement 11-LHTFOTC and any amendments thereto for the recently awarded Local Housing Trust Fund Grant.

Result of Recommended Action: Adoption of this resolution responds to a new State requirement and will permit completion of contract agreements for the development of funding strategies for both Mather Veterans' Village (housing for disabled veterans) and the Horizons development (housing for seniors).

Staff Report: Reed Flory, Housing Department

Advances Goals: 1, 2, 3, and 5.

GROWING STRONG NEIGHBORHOODS

12.5 **Subject:** Resolution of the City Council Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2012-13

Recommendation: Adopt Resolution No. 61-2012.

Result of Recommended Action: This action approves the District's Escalation Factors to be used to calculate the Fiscal Year 2012-13 Maximum Special Tax Rates



and authorizes the Finance Director to determine, or cause to be determined, the special taxes to be levied against the developer parcels located within the District and to cause such charges to be applied to the County Tax Roll.

Staff Report: Donna Silva, Finance Department

Advances Goal: 5.

- 12.6 **Subject:** Resolution Adopting the Process for the Disposition of Successor Agency Real Property Assets

Recommendation: Adopt Agency Resolution No. SA 5-2012.

Result of Recommended Action: Adoption of this resolution will allow staff to move forward with disposing of real property assets owned by the Successor Agency.

Staff Report: Micah Runner, Economic Development Department

Advances Goal: 6

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

- 12.7 **Subject:** A Resolution Authorizing the City Manager to Execute the Second Amendment to the First Restated Grant Agreement Between the City of Rancho Cordova and the Cordova Community Council Foundation

Recommendation: Adopt Resolution No. 62-2012.

Result of Recommended Action: The City will release funds available to the Cordova Community Council for continuing civic engagement, volunteer management and community event support by freeing up grant funds previously designated as unavailable for operations.

Staff Report: Stephanie Snyder, City Manager's Office

Advances Goal: 1

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public hearing period. There were no speakers. Mayor Sander closed the public hearing period.

ACTION: Motion to approve by Budge second by Skoglund; Council approved the Consent Public Hearing.
Carried by a 5:0 roll call vote.

- 13.1 **Subject:** Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for Landscaping and Lighting District No. 2005-1

Recommendation: Adopt Resolution No. 63-2012. (Roll Call Vote)

Result of Recommended Action: Adoption of this resolution will authorize the continuance of the annual levy and collection of assessments in the District. On June 18, 2012, the City Council approved resolutions ordering the preparation of the Engineer's Annual Levy Report, and set the public hearing to be held prior to approving and ordering the levy of assessments for Fiscal Year 2012-2013. The assessments fund the ongoing landscape maintenance services in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.

Staff Report: Elizabeth Sparkman, Public Works Department

Advances Goal: 5.



- 13.2 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1
Recommendation: That Council:
a) Adopt Resolution No. 64-2012 Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Written Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2012-2013 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1; and
b) Adopt Resolution No. 65-2012 Amending and/or Confirming the Written Report and Establishing the Fiscal Year 2012-2013 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1. (Roll Call Vote)
Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of service charges in the Transit Related Services Benefit District Zone No. 1 to provide for a broad range of miscellaneous transportation services within the District identified in the Engineer's Report.
Staff Report: Elizabeth Sparkman, Public Works Department
Advances Goal: 5.
- 13.3 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2
Recommendation: That Council:
a) Adopt Resolution No. 66-2012 Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Written Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2012-2013 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2; and
b) Adopt Resolution No. 67-2012 Amending and/or Confirming the Written Report and Establishing the Fiscal Year 2012-2013 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2. (Roll Call Vote)
Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of service charges in the Transit Related Services Benefit District Zone No. 2 to provide for a broad range of miscellaneous transportation services within the District identified in the Engineer's Report.
Staff Report: Elizabeth Sparkman, Senior Engineer
Advances Goals: 5.
- 13.4 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance Assessment District
Recommendation: That Council:
a) Adopt Resolution No. 68-2012 Initiating Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2012-2013; and
b) Adopt Resolution No. 69-2012 Preliminarily Approving the Engineer's Annual Levy Report and Declaring its Intention to Levy and Collect Annual Assessments for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2012-2013. (Roll Call Vote)
Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of assessments in the District. The assessments provide funding for streetlight and road maintenance and only apply to specific newly developed areas that are part of the District as identified in the Engineer's Report.
Staff Report: Cyrus Abhar and Elizabeth Sparkman, Public Works Department
Advances Goals: 5.

- 13.5 **Subject:** Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the Tax Bill
Recommendation: Adopt Resolution No. 70-2012.
Result of Recommended Action: Adoption of this resolution will authorize the delinquent solid waste service charges to be collected on the property tax rolls for fiscal year 2012-13.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5.

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** Resolution Approving Issuance of Multifamily Revenue Bonds in Support of a 48-Unit Senior Development, Horizons @ New Rancho
Recommendation: Adopt Resolution No. 71-2012.
Result of Recommended Action: Upon approval of the proposed financing, bonds will be issued to Urban Housing Communities, LLC in an amount not to exceed \$9.0 million as a construction loan supporting the Horizons project.
Staff Report: Reed Flory, Housing Department
Advances Goals: 1, 2, 3, and 6.
GROWING STRONG NEIGHBORHOODS

Mayor Sander opened the public hearing period. There were no speakers. Mayor Sander closed the public hearing period.

ACTION: Motion to approve by Budge second by Skoglund; Council adopted Resolution No. 71-2012.
Carried by a 5:0 roll call vote.

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Memorandum of Understanding (MOU) between the Rancho Cordova Police Department Sacramento Valley Hi-Tech Crimes Task Force and the Sacramento Internet Crimes Against Children Task Force
Recommendation: Adopt Resolution No. 72-2012.
Result of Recommended Action: Adoption of this resolution will authorize the Rancho Cordova Chief of Police to sign the MOU's to formalize a working arrangement between the Rancho Cordova Police Department and the Sacramento Valley Hi-Tech Crimes Task Force (SVHTCTF) and the Sacramento Internet Crimes Against Children (ICAC) Task Force. The Rancho Cordova Police Department will be a formal member of both the Sacramento Valley Hi-Tech Crimes Task Force and the Sacramento Internet Crimes Against Children Task Force to engage in activities designed to remove high-technology and identity theft criminals from our community.
Staff Report: Rosanne Richeal and Pete James, Rancho Cordova Police Department
Advances Goals: 2 and 5.

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

ACTION: Motion to approve by Budge second by Cooley; Council adopted Resolution No. 72-2012.
Carried by a 5:0 voice vote.

- 15.2 **Subject:** Placement of Cardroom Tax Measure on the November 6, 2012 Ballot and Rescission of Resolution No. 25-2012 Placing Ordinance No. 13-2012 (Measure L) on the November 6, 2012 Ballot

Council Directed Items: At a workshop meeting on July 10, 2012, the City Council directed that the following actions be considered:

- 1) Adoption of Resolution No. 73-2012 calling for an election on November 6, 2012 on Ordinance No. 14-2012 establishing a Cardroom Tax
- 2) If Resolution No. 73-2012 above is adopted by the Council, then adoption of Resolution No. 74-2012 rescinds Resolution No. 25-2012 placing Ordinance No. 13-2012 placing Ordinance No. 13-2012 on the November 6, 2012 ballot.

Result of Requested Action: That Council:

- 1) Adoption of Resolution No. 73-2012 will allow residents of the City of Rancho Cordova the opportunity to vote on the creation of a Cardroom Tax, in the November 6, 2012 Statewide General Election, the proceeds which may be used for general revenue purposes. If approved by a majority of voters, the Cardroom Tax imposed on each licensed cardroom would consist of a percentage of the cardroom's annual gross gaming revenues ranging from 2% to 4%.
- 2) If Resolution No. 73-2012 is adopted, then adoption of Resolution No. 74-2012 will rescind Resolution No. 25-2012 and direct that the Sacramento County Elections Department remove Measure L, the prior version of the cardroom tax, from the November 6, 2012 statewide general election ballot.

Staff Report: Joe Chinn, City Manager's Office and Adam U. Lindgren, City Attorney's Office

Advances Goals: 2, 5, and 6.

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

- Veronica Marquez
- Reuben Marquez in support of this item
- John Park in support of this item
- Michelle Smira in support of this item
- Tony Amador on clarification of language on consolidation ordinance
- Michael Vasee regarding 9% tax in Lodi
- Paco Marquez regarding ballot measure
- George Mull regarding 5% tax and two-year holiday alternative

Mayor Sander closed the public comment period.

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 73-2012 as amended placing Ordinance No. 17-2012 on the November 6, 2012 ballot.

Carried by a 4:1 roll call vote. (Cooley dissenting)

- 15.3 **Subject:** Ordinance Repealing Section 4.22.020(C) and Section 4.22.115(B) of the Rancho Cordova Municipal Code Relating to the Location of Cardrooms with the City of Rancho Cordova

Council Directed Item: At a workshop meeting on July 10, 2012, the City Council directed that the following action be considered: waive the first reading and introduce Ordinance 15-2012.

Result of Requested Action: Adoption of this Ordinance will repeal Section 4.22.020(C) and Section 4.22.115(B) of Chapter 4.22 entitled, "Cardrooms" of the Rancho Cordova Municipal Code. Repealing Section 4.22.020(C) and Section



4.22.115(B) will result in the removal of two provisions in the City's municipal code that currently prohibit more than one cardroom from being located within a single structure or at a single location and prohibit one person from holding more than one cardroom license.

Staff Report: Joe Chinn, City Manager's Office and Adam U. Lindgren, City Attorney's Office

Advances Goal: 2, 5, and 6.

ACTION: Motion to approve by Budge second by McGarvey; Council waived the first reading and introduced Ordinance No. 15-2012.
Carried by a 4:1 roll call vote. (Cooley dissenting)

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

15.4 **Subject:** Ordinance Amending Section 4.22.115(a) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom May Operate or Maintain Within the City from Ten to Eleven

Council Directed Item: At a workshop meeting on July 10, 2012, the City Council directed that the following action be considered: waive first reading and introduce Ordinance 16-2012.

Result of Requested Action: Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.

Staff Report: Joe Chinn, City Manager's Office and Adam U. Lindgren, City Attorney's Office

Advances Goal: 2, 5, and 6.

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

ACTION: Motion by Budge second by Cooley; Council tabled Agenda Item 15.4.
Carried by a 5:0 roll call vote.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE.

17. CITY MANAGER'S REPORT

Neighborhood Services: Code Enforcement and Animal Services gave the following update to Council:

- Code Enforcement work assignments
- Major achievements
- Rental housing
- Animal services
- Connecting with the community
- Heald internships



18. ADJOURNMENT

Mayor Sander adjourned the regular at 9:00 PM.

Mindy Cuppy, CMC, City Clerk

DRAFT



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, July 24, 2012

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special Meeting to order in the American River Community Room North at 5:35 PM.

Council Members Present: McGarvey, Cooley, and Vice Mayor Budge

Council Members Absent: Skoglund and Sander

Staff Members Present: Gaebler, Lindgren, Cuppy, Downton, Flory, Campbell, Gassaway, Junker, Runner, Haven, Hayes, Chinn, Silva, and Holt

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEMS

3.1 **Subject:** Public Hearing and Resolution Approving a Design Review for Horizons @ New Rancho – Project No. DD7563; Located at 2738 Woodberry Way

Recommendation: That Council:

- a) Find the project Categorically Exempt under Section 15332, In-Fill Development Projects, of the California Environmental Quality Act; and
- b) Adopt Resolution No. 75-2012.

Result of Recommended Action: The approval of the second phase of the “New Rancho” project will provide a total of 48 affordable units in an area close to transit and that will support commercial establishments. The two new projects, which includes this application and the recently occupied “Crossings @ New Rancho” replaced several severely deteriorated structures that negatively impacted the immediate area. The Horizons project will place a residential appearance on Folsom Boulevard, and will promote one of the major goals of the Folsom Boulevard Specific Plan to reduce substandard buildings along Folsom Boulevard.

Staff Report: Reed Flory, Housing Division and William Campbell, Planning Department

Advances Goals: 1 and 2.

GROWING STRONG NEIGHBORHOODS

ACTION: Motion to approve by Cooley second by McGarvey; Council adopted Resolution No. 75-2012.
Carried by a 3:0 voice vote. (Skoglund and Sander absent)

3.2 **Subject:** Economic Development Work Plan

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Vice Mayor Budge adjourned the regular meeting at 7:30 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: TREASURER'S REPORT – JUNE 30, 2012

RECOMMENDATION

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

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

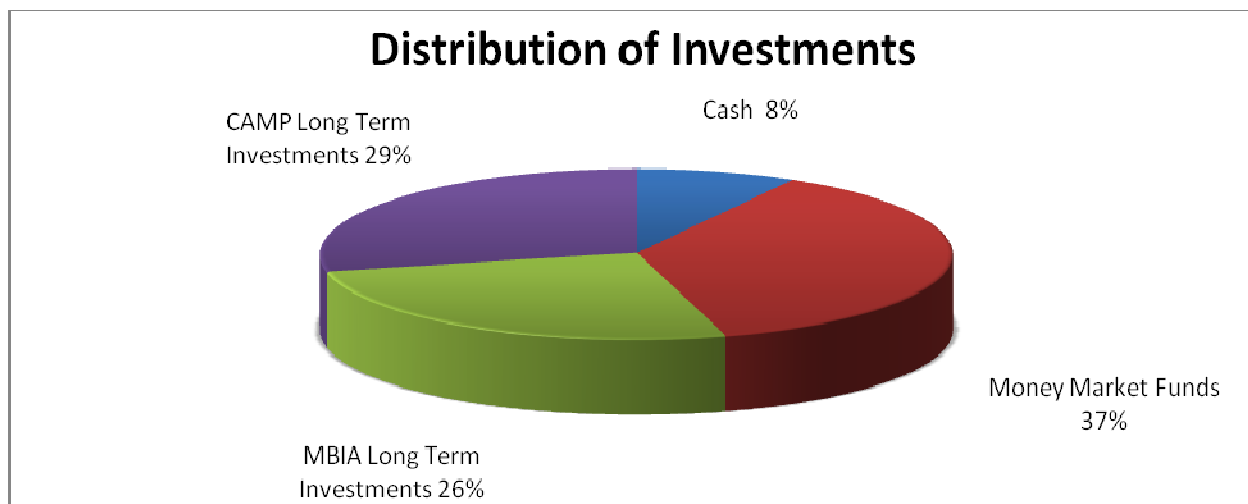
Attached is the quarterly Treasurer's report for the period ending June 30, 2012. Treasurer's reports are provided to Council on a quarterly basis.

At March 31, 2012, the current value of the City's total portfolio was \$79 million. Since that time, the balances increased by \$11 million with an ending balance of \$90 million as of June 30, 2012. Of that, the General Fund Cash and Investments balance was \$17 million. Cash and short-term investments increased by \$12 million and long-term investments decreased by \$1 million. The overall portfolio is well diversified with \$49 million invested in marketable securities. \$33 million is invested in short-term investments that are considered liquid (money markets). The remainder consists of \$7 million on deposit with our banks and \$5,610 is invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. At June 30, 2012, interest rates at LAIF decreased to .36% from the March 31, 2012 amount at .38% and rates at CAMP decreased to .24% from their March 31, 2012 amount of .26%.

The city received a property tax installment in May 2012. As a result, cash and investments increased by \$11 million.

Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in S & P rated AA+ securities and U.S. Treasury Notes. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

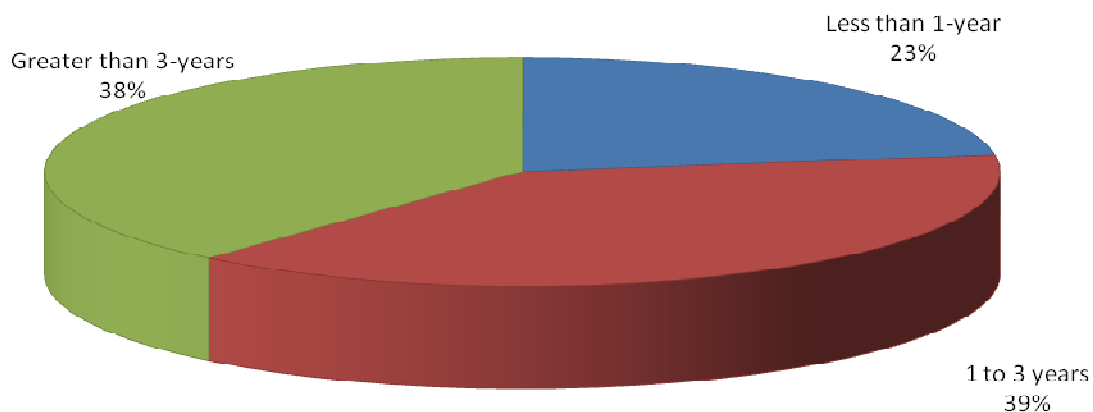
The distributions of investments are displayed in the following chart:



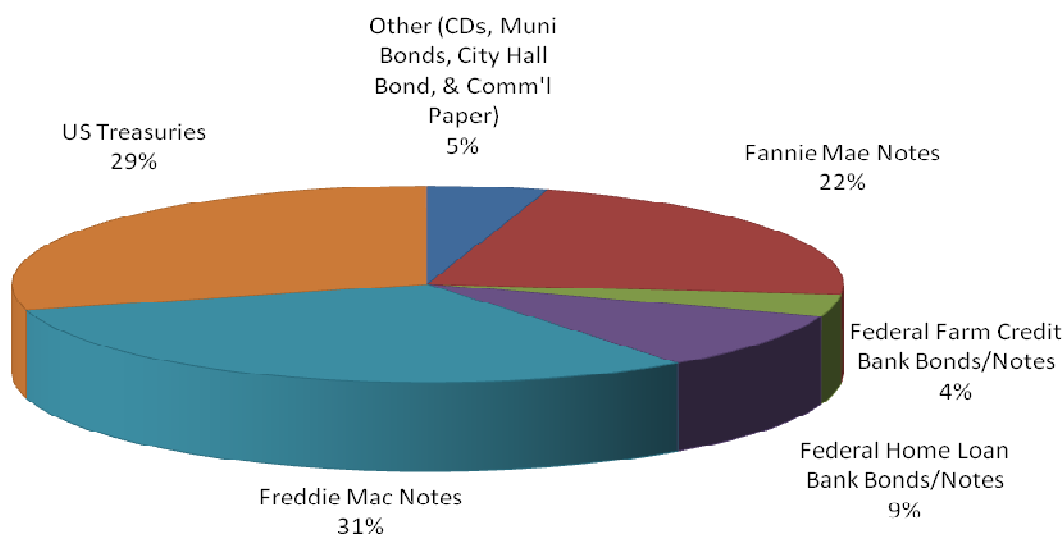
Analysis of the long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1 year	\$ 10,930,000	\$ 11,061,760	22.67%
1 to 3 years	18,410,000	18,869,041	38.68%
Greater than 3 years	18,505,000	18,853,279	38.65%
	<u>\$ 47,845,000</u>	<u>\$ 48,784,080</u>	100.00%

Long Term Investments - Time Period



Long Term Investments - Categories



ATTACHMENT

Treasurer's Report for June 30, 2012

CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
June 30, 2012

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	7,389,097	7,389,097	7,389,097	n.a.
Bank of Sacramento	49,666	49,666	49,666	n.a.
	<u>7,438,763</u>	<u>7,438,763</u>	<u>7,438,763</u>	
Money Market Funds				
Wells Fargo Adv Treasury Plus MMF (MBIA)	163,146	163,146	163,146	n.a.
Local Agency Investment Fund (LAIF)	9,159,031	9,159,031	9,159,031	n.a.
California Asset Management Program (CAMP)	23,978,426	23,978,426	23,978,426	n.a.
Sub-total	<u>33,300,603</u>	<u>33,300,603</u>	<u>33,300,603</u>	
Long-Term Investments - Cutwater/MBIA:				
Federal Farm Credit Bank Notes	500,000	496,420	506,309	10/17/2012
Standard Charter (Commercial Paper)	500,000	497,779	498,367	12/14/2012
Freddie Mac Notes	1,000,000	1,014,530	1,005,947	1/9/2013
Federal Home Loan Bank Notes	2,000,000	2,078,140	2,061,016	5/29/2013
Federal Home Loan Bank Notes	1,000,000	1,022,220	1,012,895	6/14/2013
Freddie Mac Notes	1,000,000	1,001,590	1,000,249	8/8/2013
Fannie Mae Notes	750,000	759,423	756,763	9/17/2013
Fannie Mae Notes	750,000	762,380	761,422	3/14/2014
Federal Farm Credit Bank Notes	500,000	497,895	514,655	6/2/2014
Freddie Mac Notes	750,000	757,025	759,249	7/30/2014
U.S. Treasury Notes	750,000	753,809	752,519	8/15/2014
Freddie Mac Notes	750,000	759,780	758,706	8/20/2014
Federal Home Loan Bank Notes	750,000	802,605	788,647	12/12/2014
Fannie Mae Notes	1,000,000	1,000,000	1,001,375	1/26/2015
Federal Farm Credit Bank Notes	725,000	731,869	742,050	7/20/2015
U.S. Treasury Notes	750,000	784,219	779,707	7/31/2015
Freddie Mac Notes	500,000	500,000	500,614	8/24/2015
Fannie Mae Notes	750,000	773,408	776,858	10/26/2015
Freddie Mac Notes	1,000,000	1,001,300	1,007,321	1/13/2016
Fannie Mae Notes	1,000,000	1,001,562	1,003,102	1/25/2016
U.S. Treasury Notes	500,000	512,461	518,008	7/31/2016
Freddie Mac Notes	4,000,000	3,995,000	4,021,404	3/21/2016
Fannie Mae Notes	1,750,000	1,752,187	1,761,372	5/9/2017
Sub-total	<u>22,975,000</u>	<u>23,255,602</u>	<u>23,288,555</u>	

**CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
June 30, 2012**

Long-Term Investments -CAMP:	Par Value	Original Cost	Current Value	Maturity Date
U.S. Treasury Notes	540,000	538,355	540,401	10/31/2012
Fannie Mae Notes (Floating)	1,225,000	1,224,499	1,225,784	11/23/2012
US Treasury Notes	750,000	750,381	751,904	1/31/2013
Westpac Banking Corp NY Cert Depos	625,000	625,231	625,631	2/12/2013
Fannie Mae Global Notes	715,000	713,970	721,612	2/22/2013
Freddie Mac Global Notes	1,475,000	1,472,935	1,490,799	4/15/2013
Freddie Mac Global Reference Notes	600,000	638,142	621,095	6/28/2013
Federal Home Loan Global Notes	755,000	753,951	756,802	8/28/2013
Fannie Mae Global Benchmark Notes	1,375,000	1,496,737	1,451,358	10/15/2013
National Australia Bank NY (Float)	625,000	629,012	628,240	1/30/2014
Freddie Mac Global Notes	500,000	504,557	505,804	8/20/2014
Freddie Mac Notes	1,000,000	1,011,290	1,013,590	8/27/2014
U.S. Treasury Notes	575,000	601,234	600,067	8/31/2014
Freddie Mac Notes	500,000	498,942	500,817	9/19/2014
Freddie Mac Global Notes	500,000	501,000	503,568	9/22/2014
Freddie Mac Global Notes	1,100,000	1,106,699	1,108,252	11/25/2014
U.S. Treasury Notes	500,000	489,863	521,055	11/30/2014
U.S. Treasury Notes	475,000	502,554	497,711	1/31/2015
U.S. Treasury Notes	65,000	68,750	68,397	2/28/2015
U.S. Treasury Notes	440,000	465,455	462,997	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,156,798	2/28/2015
Fannie Mae Notes	500,000	516,130	527,601	7/28/2015
U.S. Treasury Notes	1,200,000	1,247,578	1,247,531	7/31/2015
Freddie Mac Notes	315,000	317,394	326,773	9/10/2015
Fannie Mae Notes	750,000	770,805	776,858	10/26/2015
U.S. Treasury Notes	700,000	690,402	717,445	10/31/2015
U.S. Treasury Notes	850,000	853,486	871,184	10/31/2015
U.S. Treasury Notes	400,000	396,109	411,781	11/30/2015
U.S. Treasury Notes	250,000	254,453	258,984	6/30/2016
U.S. Treasury Notes	810,000	836,357	839,110	6/30/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	497,650	7/1/2016
U.S. Treasury Notes	50,000	51,006	51,801	7/31/2016
U.S. Treasury Notes	350,000	349,371	353,144	12/31/2016
U.S. Treasury Notes	600,000	599,883	605,203	1/31/2017
U.S. Treasury Notes	250,000	249,228	252,168	2/28/2017
Sub-total	<u>24,865,000</u>	<u>25,393,807</u>	<u>25,489,915</u>	

Long-Term Investments - Brandis Tallman LLC

City Hall COP Bond	5,000	5,000	5,610	2/1/2035
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Total Portfolio	<u>\$ 88,584,366</u>	<u>\$ 89,393,775</u>	<u>\$ 89,523,446</u>
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MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES FOR THE 2012 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE TO BE HELD SEPTEMBER 5-7 IN SAN DIEGO, CA

RECOMMENDATION

Adopt Resolution No. 76-2012, designating Mayor David Sander as Voting Delegate and Council Member Robert McGarvey and Vice Mayor Linda Budge as Voting Alternates for the 2012 Annual League of California Cities Conference.

RESULT OF RECOMMENDED ACTION

The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.

BACKGROUND

The 2012 Annual League of California Cities Conference is scheduled for September 5 through 7, 2012 in San Diego, California. An important part of the Annual Conference is the Annual Business Meeting scheduled for Friday, September 7 at 12:00 p.m. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may designate two voting delegate alternates.

ATTACHMENT

Resolution No. 76-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 76-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DESIGNATING A VOTING DELEGATE AND VOTING ALTERNATES FOR THE 2012
ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE BUSINESS MEETING**

WHEREAS, the 2012 Annual League of California Cities Conference will be held on September 5-7, in San Diego, California; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate its voting delegate and may designate two voting delegate alternates.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that Mayor David Sander is designated as the City's Voting Delegate and Council Member Robert McGarvey and Vice Mayor Linda Budge as the Alternate Voting Delegates for the 2012 Annual League of California Cities Conference.

BE IT FURTHER RESOLVED that the City Clerk submit a certified copy of this Resolution to the League of California Cities by August 21, 2012.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Elizabeth Sparkman, Senior Engineer

SUBJECT: ANNEXATION OF WALGREENS PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

RECOMMENDATION

Adopt Resolution No. 77-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution declares the results of the special mailed-ballot election for the Walgreens Project Annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance); orders the annexation; authorizes the special tax levy on that project; and directs the recording of the Amended Notice of Special Tax Lien. There is no financial impact to existing residents.

ADVANCED GOAL: 5

BACKGROUND

On October 6, 2008, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the resolution forming the CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation. Thus the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition from the property owner(s); conducting the mailed-ballot election; and the Council adopting a resolution determining the election result; ordering the annexation; and authorizing the levy of special taxes.

The Project included in this action was conditioned to annex to the District to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way.

DISCUSSION

The City Clerk conducted the special mailed-ballot landowner election as required by the Act. The election was a landowner election as required by the Act when there are less than twelve registered voters residing within territory proposed to be annexed. A proposition was submitted to each qualified voter asking whether the Project should be annexed to the District and whether a special tax should be levied on each parcel annexed to finance the costs of providing certain public services.

The City Clerk has canvassed the returns of the special election for the Project and has prepared a report of such election which is on file in the Clerk's office. The results of the Sunrise and Zinfandel Project election are as follows:

Total Votes Cast "Yes":	3.35
Total Votes Cast "No":	0
Total Votes Cast:	3.35

The results show that more than two-thirds (2/3) of all the votes cast were in favor of approving the annexation and levy of the special tax.

Adoption of the attached resolution confirms the election results and formally includes the Project in the District and authorizes the levy of the special tax. Taxable parcels in the District will remain subject to the special tax in perpetuity to finance the authorized maintenance services. The maximum annual special tax that will be levied on the project is based on the per square foot rates identified in the Rate and Method of Apportionment, ranging from \$0.04 per square foot for industrial buildings, \$0.09 per square foot for office buildings to \$0.10 per square foot for commercial buildings (in FY 11-12 dollars). The annual tax will escalate annually based on the construction cost index in Engineering News Record.

ATTACHMENT

Resolution No. 77-2012 including (**Exhibit A**) Canvass and Statement of Result of Election; (**Exhibit B**) Boundary Map #12; and (**Exhibit C**) Notice of Special Tax Lien (CFD No. 2008-1)

RESOLUTION NO. 77-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION FOR THE WALGREENS PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), ORDERING THE ANNEXATION, AUTHORIZING THE SPECIAL TAX LEVY, AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, the City Clerk has duly canvassed the votes cast by qualified landowners of the territory proposed to be annexed to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "District") at a special mailed-ballot election (the "Election") called for July 16, 2012, upon the proposition hereinafter set forth, and has reported to the City Council of the City of Rancho Cordova (the "City Council") the result of the votes cast at the Election upon such proposition, which said report is now on file in the office of the Clerk of the City of Rancho Cordova and attached as **Exhibit A**.

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

Section 1. The above recitals are true and correct, and the Council so finds and determines.

Section 2. The canvass of the votes cast in the territory to be annexed to the District at the Election, as shown by said report, is hereby approved and confirmed.

Section 3. At the Election the following proposition was submitted to the qualified voters of the territory to be annexed to the District and the number of votes cast for and against such proposition, as set forth in said report, is determined to be as follows:

"Shall the territory known as the Walgreens Project, which is included in the Future Annexation Area as shown on Exhibit A to Resolution No. 108-2008 adopted October 6, 2008 and as shown on the Annexation Map No. 12 (Zinfandel Drive and Folsom Boulevard) recorded at Book 113, Page 0030, of the Official Records of the County of Sacramento, be annexed to City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended; and

Shall a special tax with a maximum rate and method of apportionment as provided in Exhibit C of Resolution No. 129-2008, the Resolution of Formation of the District adopted by the City Council on November 17, 2008, be levied within said territory proposed to be annexed to finance certain public services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established at \$12,000,000?"

Section 4. The total number of votes cast at the Election for and against such proposition was and is set forth in said report.

Section 5. More than two-thirds of all the votes cast at the Election were cast in favor of such proposition, and such proposition carried, and the territory proposed to be annexed shall be included in the District and a special tax levied to finance the cost of providing the certain public services therein.

Section 6. The City Clerk is hereby directed to enter this resolution on the minutes of the City Council, which shall constitute the official declaration of the result of such Election.

Section 7. The City Council finds and determines that the Territory shown in Exhibit B is hereby added to and made a part of the District with full legal effect.

Section 8. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2012-13, and the rate and method of apportionment of said tax shall be as set forth in **Exhibit B** of the Resolution of Formation, incorporated herein, and made a part hereof.

Section 9. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **Exhibit C** attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2012, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)

I hereby certify that on August 20, 2012, I canvassed the returns of the election held on in the Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) of the City of Rancho Cordova and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	<u>YES</u>	<u>NO</u>
Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) of the City of Rancho Cordova, Special Tax Election, July 16, 2012	3.35	3.35	3.35	0

BALLOT MEASURE: "Shall the territory known as the Sunrise and Zinfandel Project, which is included in the Future Annexation Area as shown on Exhibit A to Resolution No. 108-2008 adopted October 6, 2008 and as shown on the Annexation Map No. 12 (Zinfandel Drive and Folsom Boulevard) recorded at Book 113, Page 0030, of the Official Records of the County of Sacramento, be annexed to City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended; and

Shall a special tax with a maximum rate and method of apportionment as provided in Exhibit C of Resolution No. 129-2008, the Resolution of Formation of the District adopted by the City Council on November 17, 2008, be levied within said territory proposed to be annexed to finance certain public services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established at \$12,000,000?"

YES: _____

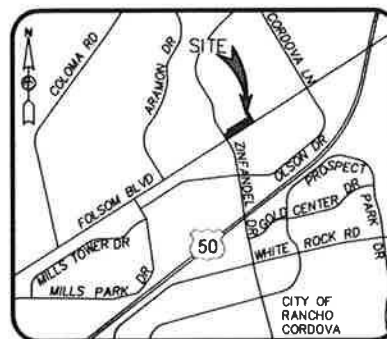
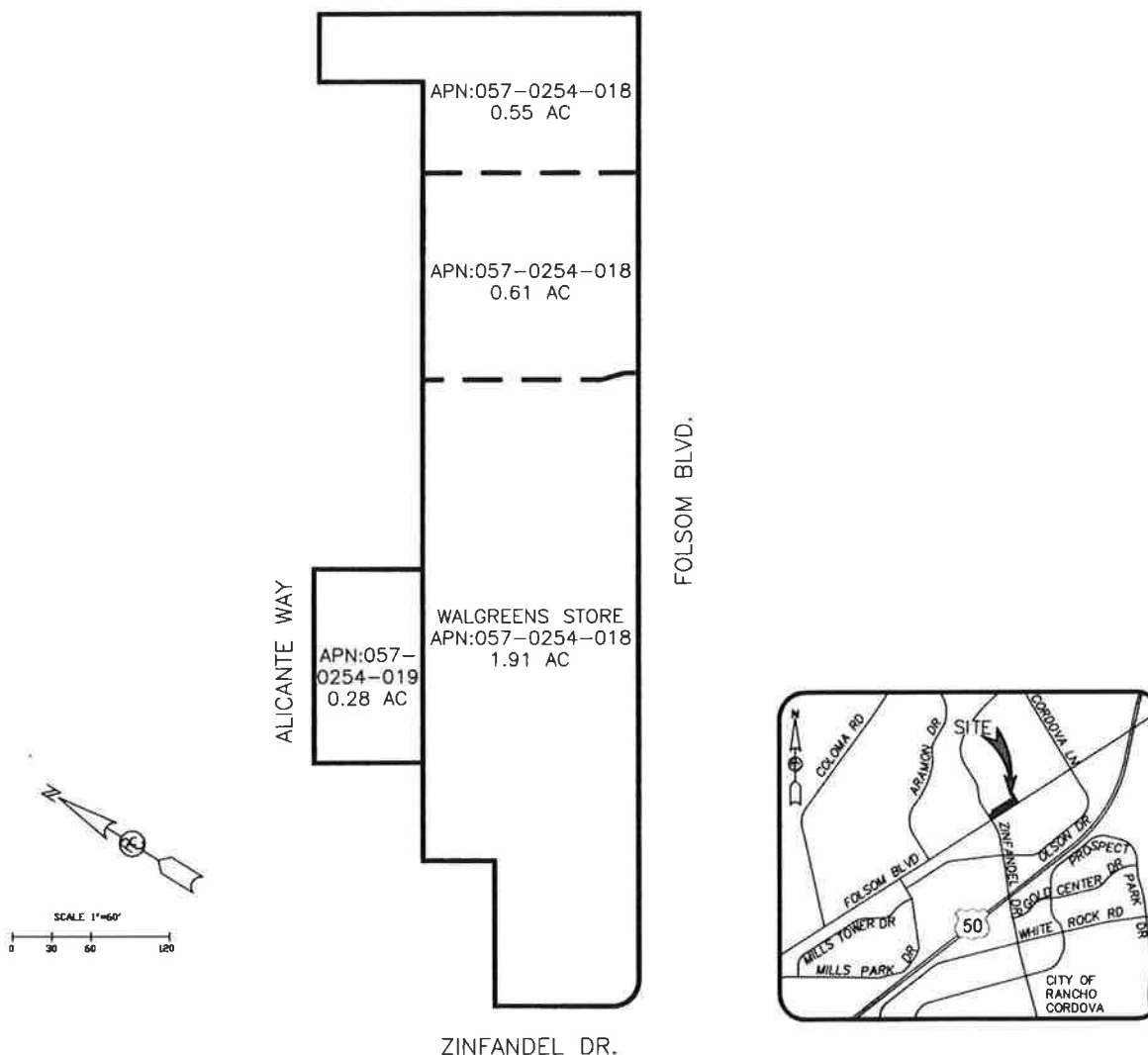
NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on August 20, 2012.

By: _____
Mindy Cuppy, CMC, City Clerk
City of Rancho Cordova

ANNEXATION MAP NO. 12
ZINFANDEL DRIVE AND FOLSOM BOULEVARD
COMMUNITY FACILITIES DISTRICT No. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
JUNE 2012, SHEET 1 OF 1



CLERK'S MAP STATEMENT

I HEREBY STATE THAT THE AREA SHOWN ON THIS MAP OF PROPOSED ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULAR MEETING THEREOF, HELD ON THE 6th DAY OF OCTOBER 2008, BY ITS RESOLUTION No. 108-2008.

Nindy Curran
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS 21st DAY OF June, 2012, AT THE HOUR OF 10:29 O'CLOCK A.M. IN BOOK 110 OF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 0030 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

CRAIG A. KRAMER
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO,
CALIFORNIA.

BY: *Justin [Signature]* DEPUTY

FILE: 2012-06-21 0558

CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS 20 DAY OF June, 2012.

Nindy Curran
CITY CLERK OF THE CITY OF RANCHO CORDOVA

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

EXHIBIT C**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

NOTICE OF SPECIAL TAX LIEN

CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Rancho Cordova, County of Sacramento. The special tax secured by this lien is authorized to be levied for the purpose providing certain public services described in **Exhibit A** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in **Exhibit B** attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Sacramento, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

EXHIBIT C

Reference is made to the boundary map of the CFD recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California, which map is now the final boundary map of the CFD; Annexation Map No. 2, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0014 (Document No. 20090121-0721), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 3, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0015 (Document No. 20090121-0722); and Annexation Map No. 5, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0021 (Document No. 20090626-0609), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 6, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091002-0840), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 8, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091110-0802); Annexation Map No. 9, recorded at Book 112 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20110504-0992), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 10, recorded at Book 112 of Maps of Assessment and Community Facilities Districts at Page 0008 (Document No. 201105040993); Annexation Map No. 11, recorded at Book 113 of Maps of Assessment and Community Facilities Districts at Page 0024 (Document No. 201204170549); and Annexation Map No. 12 recorded at Book 113 of Maps of Assessment and Community Facilities Districts at Page 0030 (Document No. 201206210588) in the office of the County Recorder for the County of Sacramento, State of California which is the map of the above referenced parcel annexed to the District. The original boundary map along with the recorded annexation maps now comprises the boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670; telephone number (916) 851-8700.

Dated: As of _____, 2012

By: _____
Mindy Cuppy, CMC, City Clerk
City of Rancho Cordova

EXHIBIT A**CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)****DESCRIPTION OF DISTRICT SERVICES****Maintenance and Lighting of Public Streets and Roads**

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the District.

Reserve Fund

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

EXHIBIT B

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2008-1”** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2008-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means one of the three mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Tax Zone 1” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

“Tax Zone 2” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

“Tax Zone 3” means the geographic areas that are identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a single room or unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the

Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD No. 2008-1:

a. Ordinary Use Parcels

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$335.81 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$235.06 per Unit
Multi-Family Property	N/A	\$235.06 per Unit
Commercial Property	N/A	The greater of \$973.30 per Acre or \$0.0944 per Square Foot
Hotel Property	N/A	The greater of \$2,688.49 per Acre or \$56.98 per Unit
Industrial Property	N/A	The greater of \$222.20 per Acre or \$0.0351 per Square Foot
Office Property	N/A	The greater of \$851.74 per Acre or \$0.0827 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

b. Residential Alley Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$463.41 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$324.39 per Unit
Multi-Family Property	N/A	\$324.39 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$360.99 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$252.69 per Unit
Multi-Family Property	N/A	\$252.69 per Unit
Commercial Property	N/A	The greater of \$1,046.30 per Acre or \$0.1015 per Square Foot
Hotel Property	N/A	The greater of \$2,890.13 per Acre or \$61.25 per Unit
Industrial Property	N/A	The greater of \$238.87 per Acre or \$0.0377 per Square Foot
Office Property	N/A	The greater of \$915.62 per Acre or \$0.0889 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

d. Additional Load Parcels

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,216.63 per Acre or \$0.1180 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$277.75 per Acre or \$0.0439 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,289.63 per Acre or \$0.1251 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$294.42 per Acre or \$0.0465 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

f. Residential Alley and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$488.60 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$342.02 per Unit
Multi-Family Property	N/A	\$342.02 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

- First:*** The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.
- Second:*** If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have

applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

IDENTIFICATION OF TAX ZONES

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	077-0050-085	2008-09
2	067-0010-060	2008-09
3	067-0990-001	2008-09
	067-1000-001	2008-09
	072-0500-040	2008-09
	072-0500-041	2008-09

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

EXHIBIT C

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN
COMMUNITY FACILITIES DISTRICT**

<u>Assessor's Parcel No.</u>	<u>Names of Property Owners</u>
Tax Zone 1: 077-0050-085-0000	JPI XXIX, L.P.
Tax Zone 2: 067-0010-060-0000	Sacramento Medical Foundation
Tax Zone 3: 072-0500-040-0000	Brian Porter
072-0500-041-0000	Brian Porter
067-1000-001-0000	Mather Development Partners III, L.P.
067-0990-001-0000	Mather Development Partners III, L.P.
056-0222-002-0000	Alcides A. Gonzalez Trust
077-0050-014-0000	Hoang Tran
072-0280-076-0000	Target Corporation
072-0280-092-0000	Target Corporation
072-0280-093-0000	Target Corporation
072-0610-064-0000	Monument Properties-Prospect Park, LLC
072-0570-030-0000	M&M Development
058-0626-001-0000	Rana Real Estate, LLC
068-0160-101-0000	9801 Old Winery Place Associates, LLC
072-0280-017-0000	Patterson Family Trust
072-0280-018-0000	Patterson Family Trust
072-0280-019-0000	Patterson Family Trust
058-0261-034-0000	Helen Hills, L.P.
058-0261-035-0000	Helen Hills, L.P.
057-0254-018-0000	Agree Rancho Cordova I, LLC
057-0254-019-0000	Agree Rancho Cordova I, LLC

MEMORANDUM

DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVAL OF PARCEL MAP OF SUBDIVISION NO. 2012-001-01;
AKA, NORTH EAST CORNER OF FOLSOM BOULEVARD AND
ZINFANDEL DRIVE**



RECOMMENDATION

Approval of Parcel Map of Subdivision No. 2012-001-01 being lots A, B, C, 3, and 4 and the south 55 feet of lots 2, 5, 7, 8, and 9 of "Rancho Cordova" recorded in Book 35, of Maps at Page 14; located on north east corner of Folsom Boulevard and Zinfandel Drive (the proposed Walgreens location).

RESULT OF RECOMMENDED ACTION

Approval of this recommendation will result in the recording of the parcel map reapportioning two commercial parcels into three.

ADVANCES GOALS: 1, 2, 5, and 6

BACKGROUND

The City Council approved the tentative parcel map on January 17, 2012 with conditions (**Attachment 1**). The application also included a request to abandon an existing public utility easement dedicated with the original "Rancho Cordova" subdivision. Letters of "no objection" were provided by the utility companies. Approval of this final parcel map will also approve the abandonment pursuant to Government Code 66499.20 ½. The former Cordova Inn and two duplexes have been demolished and a permit for a new Walgreen's is being issued on the proposed parcel 1.

The final parcel map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. A copy of the final map (**Attachment 2**) and vicinity map (**Attachment 3**) are included with this report.

ATTACHMENTS

1. DD7354 Conditions of Approval
2. 8 ½ X 11 Copy of Final Map
3. Vicinity Map

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
1.	The anchor tenant is proposed to be a ±14,550 square foot Walgreens pharmacy with associated parking, drive aisle, utilities, and drive thru window. A Use Permit is requested for the drive thru pharmacy, a three lot parcel map is included in order to reapportion two parcels into three, and design review is required for the new Walgreen's building and a Public Utility Easement Abandonment. The project shall be constructed in substantial compliance with the approved plans adopted by the City Council on January 17, 2012.	ON-GOING	PLANNING	
2.	In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.	ON-GOING	PLANNING	
3.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	ON-GOING	PLANNING	
4.	Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	ON-GOING	PLANNING	
5.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	ON-GOING	FINANCE	

Conditions of Approval

	Prior to Building Permit or Improvement Plan Issuance.			
6.	Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Building Permit Review. For account status, please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	PRIOR TO BUILDING PERMIT SUBMITTAL	FINANCE	
7.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	PRIOR TO APPROVAL OF IMPROVEMENT PLANS	PUBLIC WORKS	
8.	Incorporate into the site improvement plans stormwater quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with <i>The Stormwater Quality Design Manual for the Sacramento & South Placer Regions</i> ¹ . Such implementation may be able to reduce the stormwater quality treatment requirement.	PRIOR TO APPROVAL OF IMPROVEMENT PLANS	PUBLIC WORKS	
9.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	PRIOR TO APPROVAL OF IMPROVEMENT PLANS	PUBLIC WORKS	
10.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	PRIOR TO APPROVAL OF IMPROVEMENT PLANS	PUBLIC WORKS	
11.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	PRIOR TO APPROVAL OF IMPROVEMENT PLANS	PUBLIC WORKS	

Conditions of Approval

12.	Developing this property will require the payment of sewer impact fees (one time connection fees). Impact fees shall be paid to Sacramento Area Sewer District.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	
13.	The Planning Department shall review and approve the construction plans in accordance with the approved plans that include the site plan, elevations, and final landscape plan. Particular review of the landscape installation along Folsom Blvd, as to choice of materials and screening height will be performed in light of the restrictions of the PG&E utility easement. Substantial changes to the plans may require the City Council approval.	PRIOR TO BUILDING PERMIT ISSUANCE	PLANNING	
14.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	
15.	Applicant shall abandon the PUE shown on the tentative parcel map which is located under the proposed building footprints on the project site plan and relocate any existing utilities.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	
16.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, per City Standards on Folsom Boulevard along the proposed Walgreens frontage	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	AMENDED

Conditions of Approval

	only. • Install seven-foot wide sidewalks per City Standards on property frontage of Folsom Boulevard. Where the curb and gutter is damaged on the Walgreens frontage of Folsom Boulevard, it shall be removed and replaced per City Standard. Dedicate right-of-way as necessary to accommodate the proposed public improvements on Folsom Boulevard and Zinfandel Drive. Install any drainage infrastructure necessary to accommodate the new sidewalk on Folsom Boulevard. All obstructions to the sidewalk shall be removed or relocated to the satisfaction of the Public Works Department. The sidewalk on Folsom Boulevard may be phased along with development of individual parcels. • Install new 5 foot wide sidewalk, curb and gutter and pavement per City Standards on Alicante Way frontage. Install any drainage infrastructure necessary to accommodate the new sidewalk. Dedicate right-of-way as necessary to accommodate sidewalk. • Two type B street lights shall be installed on the Alicante Way frontage. Street Lighting shall conform to all City improvement standards, and necessary easements shall be granted to accommodate those standards. • Utility laterals • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed per City standard and to the satisfaction of the Public Works Department. • A note shall be placed on the parcel map summarizing the required public improvements. Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department prior to final building inspection of the first unit.			
	Prior to Map Recordation			

Conditions of Approval

17.	Sewer easements may be required. All sewer easements shall be dedicated to the District, in a form approved by the District Engineer. All District sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The District will provide maintenance only in public right-of-ways and in easements dedicated to the District.	PRIOR TO MAP RECORDATION	PUBLIC WORKS	
18.	Applicant shall enter into a cooperative agreement with the City addressing the following improvements within Zinfandel Drive to be constructed by the City: • A three-foot wide poured in place concrete median in Zinfandel Drive from Folsom Boulevard to Alicante Way. • Widening of Zinfandel Drive to accommodate a U-turn from southbound Zinfandel Drive, the new median, two northbound vehicular lanes, a northbound bicycle lane, a southbound left turn pocket, two southbound vehicular lanes a southbound bicycle lane, signal modifications, new sidewalk curb and gutter, sidewalk ramps at the corner of Zinfandel and Folsom, and associated improvements as necessary to accommodate the widening. • The road shall receive a Caltrans Type II slurry seal and new striping from Folsom Boulevard to Alicante Way. • City standard widths shall be required for all vehicle and bicycle lanes. • Dedicate right-of-way as necessary to accommodate the improvements. • The applicant's monetary contribution toward the cooperative agreement is in the amount of \$50,000. Of this amount, \$37,500 shall be paid prior to issuance of the first building permit on parcel one. And \$12,500 shall be paid prior to issuance of the first building permit on parcel two or three. Arrangements shall be made such that this requirement runs with the land and will apply if a parcel is sold prior to fulfillment of the obligation. • Zinfandel Access Driveway and Fire Hydrant: In the event that the improvements for Zinfandel Drive are constructed	PRIOR TO FINAL PARCEL MAP	PUBLIC WORKS	AMENDED

Conditions of Approval

	in advance of the Walgreens project a 30-foot driveway (as shown on the Preliminary Site Plan) and relocation of the fire hydrant shall be constructed along the projects frontage as part of the cooperative agreement. Prior to construction of the driveway and relocation of the hydrant the applicant shall pay to the City the actual construction cost of the driveway and hydrant relocation. This fee shall be in addition to other fees in the cooperative agreement. In the event that the applicant constructs said driveway and relocates the hydrant in advance of the City project no additional fee will be required to be paid.			
19.	Provide drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards. If the system is to be a private system, then it shall be labeled as such on the improvement plans and a copy of an approved and executed private maintenance agreement shall be provided to the City of Rancho Cordova.	PRIOR TO FINAL PARCEL MAP	PUBLIC WORKS	
20.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown here on shall be granted/reserved prior to the sale and/or reconveyance of said parcels.	PRIOR TO FINAL PARCEL MAP	PUBLIC WORKS	
21.	Dedicate a standard 12.5-foot Public Utility Easement for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles and overhead and underground wires and conduits for electrical, television and telephone services and appurtenances adjacent to all public right-of-way.	PRIOR TO FINAL PARCEL MAP	PUBLIC WORKS	
	Prior to Occupancy			
22.	Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Final Occupancy. For account status, please email the	PRIOR TO OCCUPANCY	FINANCE	

Conditions of Approval

	Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.			
23.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, shall be submitted and approved by the Public works Department.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
24.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
25.	Number, size, and location of driveways are subject to approval by the Public Works Department. Parcels two and three shall be limited to one shared driveway total.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
26.	The Planning Department shall inspect the project to ensure it has been built in substantial conformance with the approved Design Review plans.	PRIOR TO OCCUPANCY	PLANNING	
27.	Connection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to sewer construction.	PRIOR TO OCCUPANCY	PLANNING	
28.	Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or the District public sewer line.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
29.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	PRIOR TO OCCUPANCY	PUBLIC WORKS	

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE UNDERSIGNED OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE SHOWN HEREON AS ZINFANDEL DRIVE AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLINERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS STRIPS OF LAND 12.5 FEET IN WIDTH LYING CONTIGUOUS TO FOLSOM BOULEVARD, ZINFANDEL DRIVE AND ALACANTE WAY SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

AGREE RANCHO CORDOVA 1, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____
NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED _____

WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ (PRINTED NAME) _____ COUNTY _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____
MY COMMISSION EXPIRES: _____

IMPROVEMENT REQUIREMENTS

THE FOLLOWING PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RANCHO CORDOVA IMPROVEMENT STANDARDS WITHIN A REASONABLE TIME FOLLOWING APPROVAL OF THE PARCEL MAP AND PRIOR TO THE ISSUANCE OF A PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE HEREON CREATED PARCELS:

STREETS: SEE NOTE BELOW
STREET LIGHTS: SEE NOTE BELOW
SEWER: EXISTING
DRAINAGE: SEE NOTE BELOW
WATER/HYDRANTS: EXISTING

APPLICANT SHALL COMPLETE IMPROVEMENT PLANS TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT. IMPROVEMENT PLANS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO:

- ALL ONSITE CIVIL IMPROVEMENTS.
- CIVIL PLAN SHALL INCLUDE AN ADA ACCESS PLAN.
- ALL FACILITIES, INCLUDING BUT NOT LIMITED TO, SIDEWALK, DRIVEWAYS, ETC. SHALL BE UPGRADED TO MEET CURRENT ADA REQUIREMENTS AND CITY STANDARDS. SIDEWALK ON ENTIRE PROPERTY FRONTAGE DOES NOT CONFORM TO ADA GUIDELINES. REMOVE AND REPLACE ALL SIDEWALK. PER CITY STANDARDS ON FOLSOM BOULEVARD ALONG THE PROPOSED WALGREENS FRONTAGE ONLY.
- INSTALL SEVEN-FOOT WIDE SIDEWALKS PER CITY STANDARDS ON PROPERTY FRONTAGE OF FOLSOM BOULEVARD. WHERE THE CURB AND GUTTER IS DAMAGED ON THE WALGREENS FRONTAGE, THE CITY ENGINEER SHALL BE NOTIFIED AND THE WALGREENS SHALL BE RESPONSIBLE FOR REPAIRS. THE CITY ENGINEER SHALL ACCOMMODATE THE PROPOSED PUBLIC IMPROVEMENTS ON FOLSOM BOULEVARD AND ZINFANDEL DRIVE. INSTALL ANY DRAINAGE INFRASTRUCTURE NECESSARY TO ACCOMMODATE THE NEW SIDEWALK OR RELOCATED TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT. THE SIDEWALK ON FOLSOM BOULEVARD MAY BE PHASED ALONG WITH DEVELOPMENT OF INDIVIDUAL PARCELS.
- INSTALL NEW 5 FOOT WIDE SIDEWALK, CURB AND GUTTER AND PAVEMENT PER CITY STANDARDS ON ALACANTE WAY. FRONTAGE INSTALL ANY DRAINAGE INFRASTRUCTURE NECESSARY TO ACCOMMODATE THE NEW SIDEWALK. DEDICATE RIGHT-OF-WAY AS NECESSARY TO ACCOMMODATE SIDEWALK.
- TWO TYPE B STREET LIGHTS SHALL BE INSTALLED ON THE ALACANTE WAY. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR INSTALLING ALL CITY IMPROVEMENT STANDARDS AND NECESSARY EASEMENTS SHALL BE GRANTED TO ACCOMMODATE THOSE STANDARDS.
- UTILITY LATERALS.
- PUBLIC IMPROVEMENT PLANS SHALL CLEARLY DELINEATE ALL TRANSITIONS TO EXISTING IMPROVEMENTS.
- ALL IMPROVEMENTS TO BE DESIGNED AND CONSTRUCTED PER CITY STANDARD AND TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF AGREE DEVELOPMENT, LLC. IN MARCH 2012, I GENERALLY STATE THAT THIS PARCEL MAP, INCLUDING THE IMPROVEMENTS, IS A TECHNICALLY APPROVED TENTATIVE MAP. THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DATED _____
JOHN E. KIAM, L.S. 7375

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PARCEL MAP IS TECHNICALLY CORRECT.

DATED _____
CITY ENGINEER, CYRILUS E. ABHAR, P.L.S. 7723
EXPIRATION DATE: 12-31-13

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS PARCEL MAP AND ACCEPTS ON BEHALF OF THE PUBLIC THE RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION AND DO HEREBY CERTIFY THE ABANDONMENT LISTED HEREON.

DATED _____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2012, AT _____ M.,
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF
RSC ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS PARCEL MAP BEING
VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

COUNTY RECORDER _____ BY: _____ DEPUTY _____
DOC. NO. _____ FEE: _____

PARCEL MAP

SUBDIVISION NO. FM-2012-001-01
LOTS A, B, C, 3 & 4 AND THE SOUTH
55.00 FEET OF LOTS 2, 5, 6, 7, 8 & 9 OF
"RANCHO CORDOVA", 35 B.M. 14

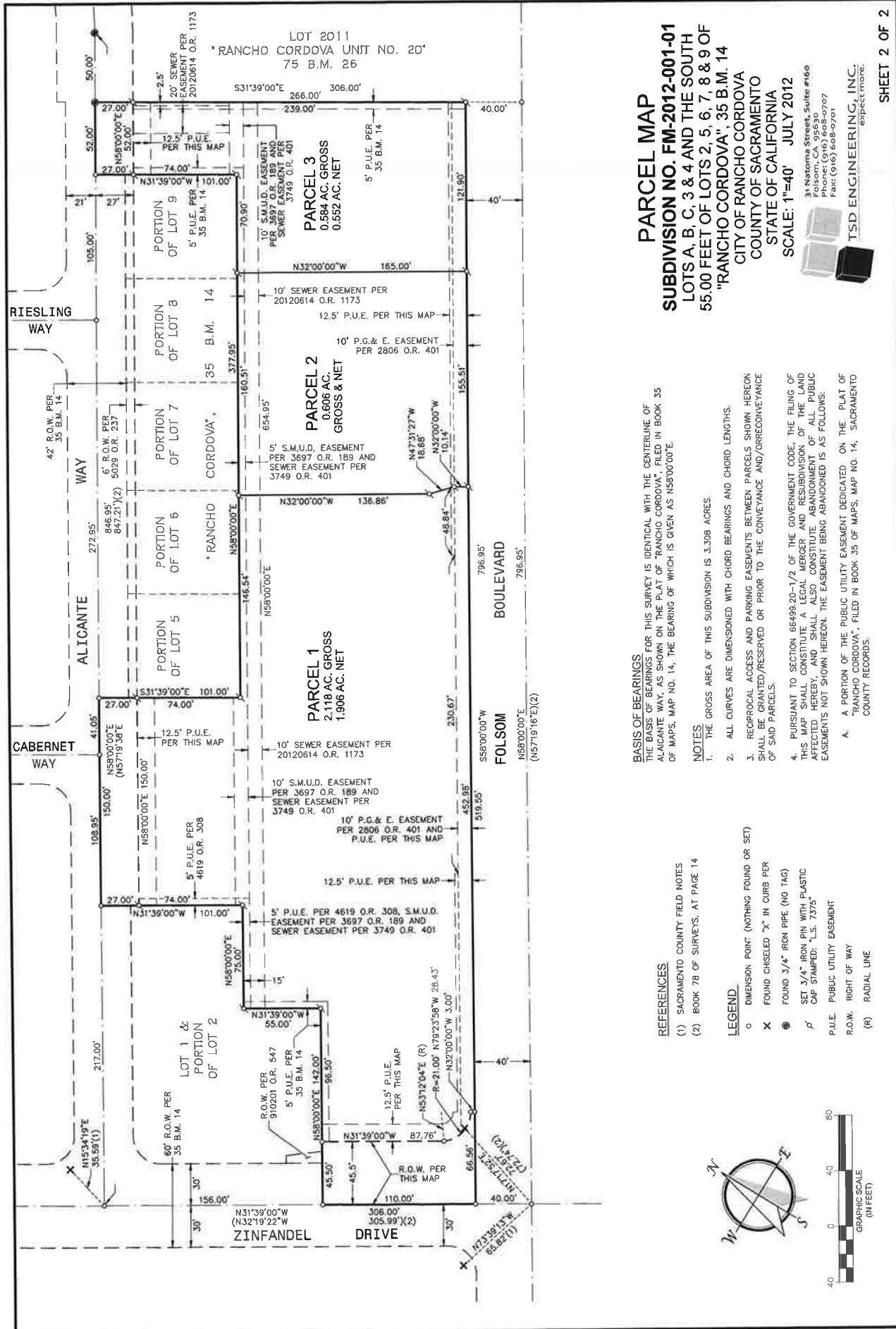
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
JUNE 2012

31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 909-0797
Fax: (916) 908-9701

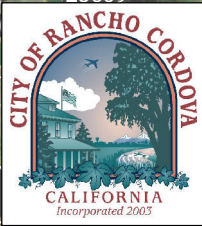


TSD ENGINEERING, INC.
We design, we build, we expect more.

SHEET 1 OF 2

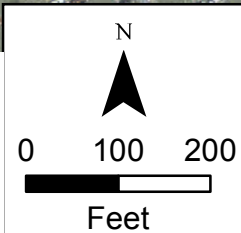
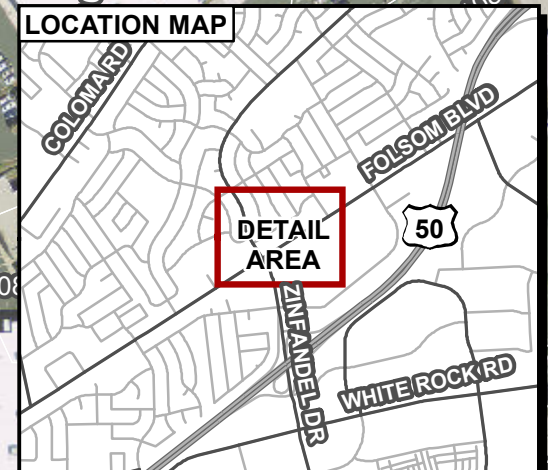
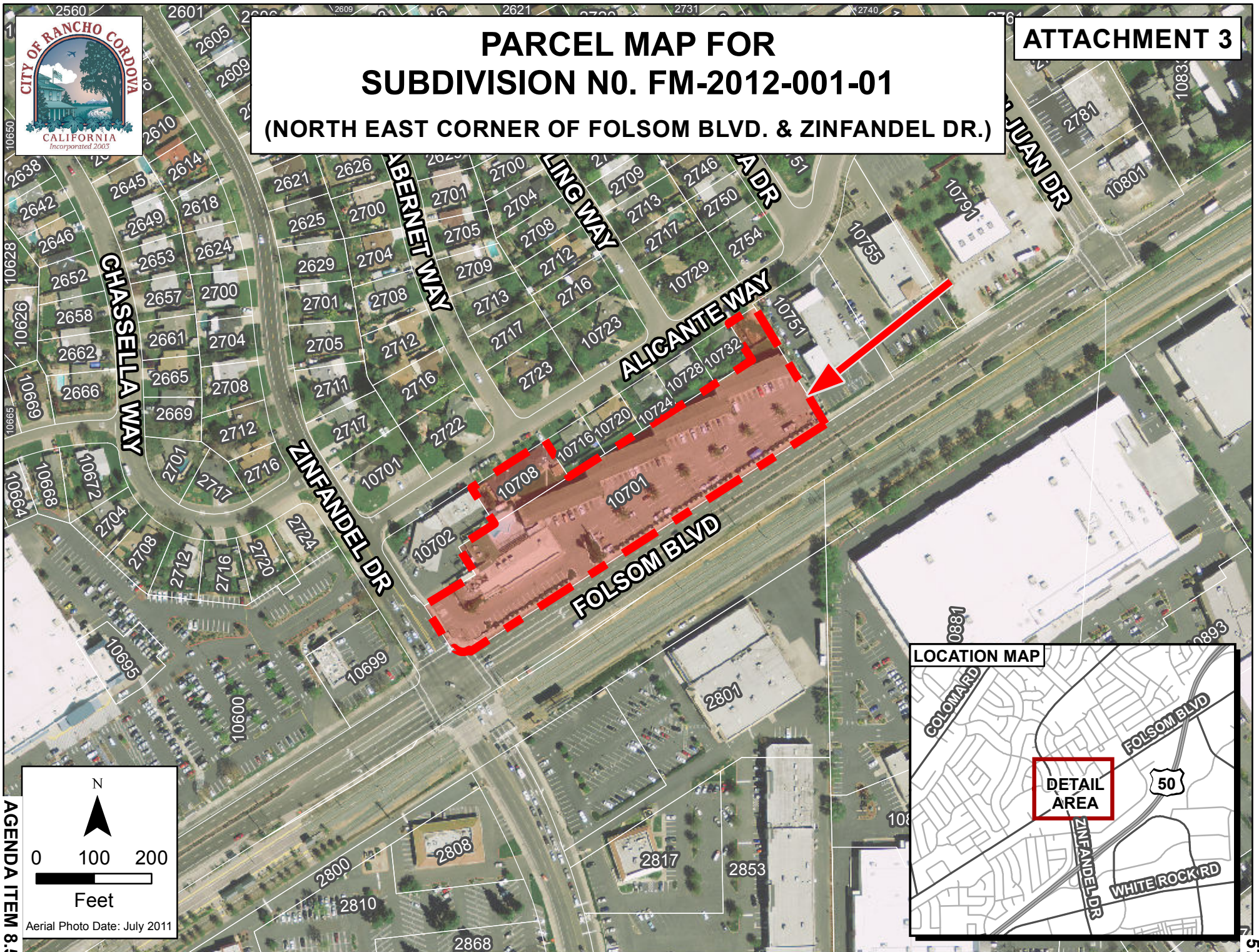


SHEET 2 OF 2



PARCEL MAP FOR SUBDIVISION NO. FM-2012-001-01 (NORTH EAST CORNER OF FOLSOM BLVD. & ZINFANDEL DR.)

ATTACHMENT 3



Aerial Photo Date: July 2011

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION OPERATIONS AND MAINTENANCE SERVICES WITH SACRAMENTO COUNTY

RECOMMENDATION

Adopt Resolution No. 78-2012.

RESULT OF RECOMMENDED ACTION

Amendment modifies original Transportation Operating and Maintenance Services Agreement with Sacramento County, executed in 2004, to reduce scope of service to include traffic signal maintenance and operation, as well as bridge maintenance. The annual minimum payment will be reduced from \$750K to \$500K.

ADVANCES GOAL: 5

BACKGROUND

In July of 2004 the City executed a Transportation Operations and Maintenance Services Agreement ("Maintenance Service Agreement") with Sacramento County (Contract No. 35-2004). That agreement contracted with Sacramento County for the following transportation operations and maintenance services:

- Traffic signal and street light maintenance;
- Traffic operations;
- Traffic signs, striping, and marking maintenance;
- Pavement and roadside maintenance;
- Bridge maintenance;
- Tree/landscape maintenance;
- General engineering support for maintenance;
- Traffic engineering;
- Contract landscape maintenance;
- Administrative services support;
- County Service Area 1 (CSA 1); and
- City service representatives.

Since 2004 the City Public Works Department has strategically reduced the number of maintenance services provided by Sacramento County. Most of the services provided by the Maintenance Service Agreement have been taken in-house and performed by City staff, or contracted to outside firms. The remaining maintenance services provided by the County included bridge maintenance, traffic signal operation and maintenance, and street light maintenance.

In June of 2012 the City Council adopted Resolution 53-2012 which established the Rancho Cordova Lighting District, detaching the City from County Service Area 1 (CSA 1), which is a service district for the payment of an assessment for street light operations and maintenance citywide. By detaching from CSA 1 the City further removed services provided by the County under the Maintenance Service Agreement by removing operation and maintenance of street lights.

Due to the reduction in maintenance services provided by the County under the Maintenance Service Agreement, staff felt it appropriate to amend the Maintenance Service Agreement in order to remove services no longer received, and to clearly identify those services still provided by the County. Resolution XX-2012 authorizes the City Manager, or his designee, to execute First Amendment to Agreement for Transportation Operations and Maintenance Services with Sacramento County (**Exhibit A**). This amendment eliminates all services no longer provided and continues the following maintenance services:

- Traffic signal operations:
- Traffic signal maintenance; and
- Bridge maintenance.

In addition to a reduction in maintenance services provided by Sacramento County, the amendment reduces the amount of funding the City is required to provide to the County for providing the remaining transportation operations and maintenance services, as listed.

ATTACHMENT

Resolution No. 78-2012 including **Exhibit A** – Contract 35-2004-1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 78-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING CITY MANAGER TO EXECUTE FIRST AMENDMENT TO AGREEMENT
FOR TRANSPORTATION OPERATIONS AND MAINTENANCE SERVICES
WITH SACRAMENTO COUNTY**

WHEREAS, the City of Rancho Cordova ("City") and Sacramento County ("County") entered into a Transportation Operations and Maintenance Services Agreement ("Agreement") on July 1, 2004, for County to provide City with transportation operations and maintenance services, and for City to compensate County for such services; and

WHEREAS, since execution of Agreement, City has begun to perform, on its own behalf, certain services provided by County under the Agreement; and

WHEREAS, County agrees to a reduction in the transportation operation and maintenance services provided for in the Agreement, and that City shall be responsible for those operations and maintenance responsibilities; and

WHEREAS, City and County desire to execute a First Amendment to the Agreement in order to memorialize the reduction in services provided by County for City, as well as to memorialize those services still provided by County for City; and

WHEREAS, City still agrees to continue to compensate County for services agreed upon in the First Amendment to Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his designee, to execute the First Amendment to Agreement for Transportation Operations and Maintenance Services with Sacramento County (**Exhibit A**) and to continue to compensate Sacramento County for those transportation operations and maintenance services received.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

County Contract No. 70572

**FIRST AMENDMENT TO AGREEMENT FOR
TRANSPORTATION OPERATIONS AND MAINTENANCE SERVICES**

THIS FIRST AMENDMENT is made and entered into this the _____ day of _____, 2012, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF RANCHO CORDOVA, a general law city, hereinafter referred to as "CITY."

RECITALS

WHEREAS, CITY and COUNTY previously entered into an Agreement July 1, 2004 for COUNTY to provide transportation operations and maintenance services to CITY and for CITY to compensate COUNTY for such services (hereinafter "Agreement"); and

WHEREAS, CITY has expressed that it desires to perform certain transportation operations and maintenance services on its own behalf effective the 21st day of August, 2012; and

WHEREAS, COUNTY is agreeable to CITY'S taking over the hereinafter described transportation operations and maintenance services on CITY'S own behalf effective the _____ day of _____, 2012; and

WHEREAS, in accordance with State of California Streets and Highways Code Section 1680, COUNTY has determined, by resolution adopted by a four-fifth vote of the member of the Board of Supervisors, that aid shall be extended for maintenance of streets as described in this Agreement which are within CITY'S jurisdiction or which extend along or across the boundary of CITY; and

WHEREAS, CITY and COUNTY desire for COUNTY to continue providing other hereinafter described transportation operations and maintenance services to CITY; and

WHEREAS, CITY and COUNTY anticipate executing an Agreement for Maintenance of Joint Transportation Facilities ("County Contract No. 52346") concurrent to this First Amendment, and said agreement will assign maintenance responsibility of shared assets on the joint boundaries of CITY and COUNTY in a fair and equitable manner, and the parties desire for COUNTY to perform, under this Agreement and for compensation, CITY'S assigned maintenance responsibilities under County Contract No. 52346.

NOW, THEREFORE, the Agreement is amended as follows:

1. SERVICES

A. Exhibit A as referenced in Section 1, Services, of the original Agreement, is hereby amended to delete the following services, including the provision of such services after normal business hours, which will no longer be performed by COUNTY on behalf of CITY effective the _____ day of _____, 2012:

- 1) Traffic Signs, Striping and Markings Maintenance
- 2) +Pavement and Roadside Maintenance (including Hazardous Materials Response)
- 3) Trees and Landscape Maintenance
- 4) Contract Landscape
- 5) Traffic Engineering
- 6) Traffic Signal Extra Work

- B. Subject to the modifications in subparagraphs C and D, below, COUNTY will continue to provide the following services to CITY as described in Exhibit A attached to the original Agreement in accordance with the terms of the original Agreement:
- 1) Traffic Signal Maintenance
 - 2) Traffic Signal Operations
 - 3) Bridge Maintenance
- C. County Contract No. 52346, if executed, shall assign maintenance responsibilities for certain joint facilities at the border between CITY and COUNTY. COUNTY shall perform traffic signal maintenance, traffic signal operations and bridge maintenance as described in subparagraph B, above, on behalf of CITY for the roads assigned to City, as detailed in County Contract No. 52346. CITY shall compensate COUNTY under the terms of this Agreement for services provided to such roads and the various assets within the right-of-way of such roads, including services provided for the portion of the roadways and facilities lying within COUNTY'S jurisdiction. This subparagraph shall be of no effect if the parties do not execute County Contract No. 52346,
- D. County Contract No. 52346, if executed, shall assign maintenance responsibilities for certain joint facilities at the border between CITY and COUNTY. COUNTY shall provide all normal maintenance and traffic operations services for the roads assigned to COUNTY, as detailed in County Contract No. 52346, including for the portion of the roadways and facilities lying within CITY'S jurisdiction, without compensation from CITY. This subparagraph shall be of no effect if the parties do not execute County Contract No. 52346.

2. **TERM OF SERVICES**

Section 1.1 of the original Agreement, entitled Term of Services, is hereby amended to read as follows:

The term of agreement shall continue through June 30, 2013, and may not be terminated during this period except upon mutual written consent of the parties or for cause. Thereafter, unless terminated by either party pursuant to the amended Termination provision, below, the term of agreement shall automatically renew for additional one-year periods commencing July 1, 2013 and each July 1 thereafter through June 30, 2022.

3. **MONTHLY PAYMENT**

Section 2.3 of County Contract 70572, entitled Monthly Payment, is hereby amended as follows:

City shall make monthly payments, based on invoices received, for services performed, and for authorized reimbursable costs incurred above to pay County. The City shall remit payment to the County no later than 10 business days after receipt of the invoice. If City disputes any items or charges on the invoice for a reasonable cause, the County will resubmit a revised invoice correcting the disputed items or charges, upon which time City shall remit payment to County no later than 10 business days after receipt of the revised invoice. The amount and reason for such a dispute shall be documented in writing to the County no later than 10 business days from receipt of the invoice.

4. ANNUAL PAYMENT FOR TRAFFIC OPERATIONS

The County shall bill the CITY an all inclusive amount of \$226,652.00 on annual basis for timing of traffic signals within the CITY.

The COUNTY shall submit a cost estimate to the CITY in writing for review and approval for any future modifications to this inclusive amount.

5. MINIMUM AND TOTAL PAYMENT

Section 2.4 of the original Agreement, entitled Minimum and Total Payment, is hereby amended to provide for compensation commencing July 1, 2012 as follows:

- A. The CITY shall establish a minimum annual budget of not less than one million dollars (\$1,000,000) for each fiscal year during the term of this Agreement. CITY agrees to pay COUNTY a minimum of fifty percent (50%) (five hundred thousand dollars (\$500,000)) of each fiscal year's budgeted \$1,000,000 for services provided by COUNTY under this Agreement. The Annual Payment for Traffic Operations cost, as detailed in section 4 of this Agreement, is included in the annual minimum cost of \$500,000.
- B. CITY shall be entitled to a reduction in the minimum annual payment only to the extent that COUNTY fails to provide direct services equivalent to 50% of the budgeted amount after being requested to do so by CITY.
- C. CITY shall pay to COUNTY, the actual costs for services rendered by COUNTY that exceed \$500,000 each fiscal year.

6. TERMINATION AND MODIFICATION

- A. Section 8.1 of the original Agreement, entitled Termination, is hereby amended to read as follows:

After June 30, 2013, either party may terminate this Agreement without cause upon providing six-month advance written notice to the other party. In the event of termination, CITY shall compensate COUNTY for services performed to the effective date of termination.

- B. Section 8.5, of the original Agreement, entitled Options upon Breach by County, is hereby reaffirmed as stated in the original Agreement.
- C. A new Section 8.6, entitled Options upon Breach by City, is hereby added to read as follows:

Notwithstanding Section 8.1, if CITY fails to perform a material element of this Agreement and further fails to correct such breach after being given a written notice specifically describing the breach and a reasonable opportunity to cure, COUNTY shall be entitled to terminate this Agreement, without further cause, upon not less than ninety (90) days prior written notice to CITY.

7. OWNERSHIP, CONTROL AND SUPERVISION

Notwithstanding the maintenance repairs and operations functions which COUNTY performs under this Agreement for compensation from CITY, **CITY retains full ownership,**

control and supervision of the roadways and facilities within its jurisdiction. This Agreement does not transfer roadways or roadway facility ownership control or supervision from CITY to COUNTY. If CITY becomes aware of a need for urgent or emergency maintenance repair or operations modification to any roadway which is the subject of this Agreement, CITY shall immediately notify COUNTY in writing to correct the problem. If COUNTY does not correct the problem within the time-frame requested in writing, CITY may perform the necessary work to assure protection of public safety.

8. NOTICES

Paragraph 10.7, Notices, is hereby amended to read as follows:

Any written notice to COUNTY shall be sent to:

Attn: Director
Department of Transportation
County of Sacramento
906 G Street, 5th Floor
Sacramento, CA 95814

Any written notice to CITY shall be sent to:

Attn: Public Works Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

9. REAFFIRMATION

Except as expressly stated herein, the Agreement shall remain in full force and effect.

10. EFFECTIVE DATE

This Amendment shall be deemed effective as of the date first written above.

11. AUTHORITY TO EXECUTE

Each person executing this Amendment represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Amendment for or on behalf of the parties to this Amendment. Each party represents and warrants to the other that the execution and delivery of the Amendment and the performance of such party's obligations hereunder have been duly authorized.

12. COUNTERPARTS

This Amendment may be executed in counterparts and shall be deemed executed when signed by both parties.

(SIGNATURE PAGE FOLLOWS)

County Contract No. 70572

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

CITY OF RANCHO CORDOVA,
a general law city

By: _____
Michael J. Penrose, Director
Department of Transportation

By: _____
Cyrus Abhar, Public Work Director

Date: _____

Date: _____

Amendment approved by
Board of Supervisors with authority
delegated to the Director to sign:

Attest:

Agenda Date: _____

Item Number: _____

Mindy Cuppy, City Clerk

Resolution Number: _____
(4/5ths Vote)

Reviewed and Approved by County Counsel

Approved as to Form:

By: _____
William Burke, Deputy County Counsel

Adam Lindgren, City Attorney

Prepared by: _____
Susan Wright, Administrative Services Officer II
Contract and Purchasing Services Division
County of Sacramento Department of General Services
Phone 916-876-6285

AFS/CSS/Agreements/Rancho Cordova/70572 Transportation Operations & Maintenance/70572 A1 rev20120605

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING CONSTRUCTION CONTRACT TO HODGSON GENERAL ENGINEERING CONTRACTORS, INC. FOR THE DOUGLAS ROAD BIKE CONNECTION PROJECT IN AN AMOUNT OF \$115,052**

RECOMMENDATION

Adopt Resolution No. 79-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would award a construction contract to Hodgson General Engineering Contractors, Inc., the lowest responsive bidder, who would perform work on the Douglas Road Bike Connection Project. Work performed under this construction contract includes furnishing of all labor, materials and equipment for doing all work necessary to provide a bike connection from Douglas Road to Folsom South Canal.

ADVANCES GOALS 1, 2, and 5

BACKGROUND

Seven (7) contractors bid on the project. The lowest responsive bid was \$115,052, the average bid was \$142,961, and the high bid was \$163,249. The bid summary sheet is provided as Attachment 1.

The location of the project is within the Bureau of Reclamation right-of-way. Staffs have worked diligently with the Bureau to obtain construction easement and MOU agreements to achieve connectivity between the Folsom South Canal and the City's bicycle facilities. Funding for this project is from the City's Transportation Funds and there is no impact to the City's General Fund.

ATTACHMENTS

1. Bid Summary Sheet
2. Resolution No. 79-2012 including **Exhibit 1A** – Contract No. 49-2012



Douglas Rd Bike Connection Project - CP09-2078 - Bid Summary
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
July 17, 2012 at 2:00 PM

	Contractor	Total Base Bid	Proposal Signed	Contractors License	List of Subs	Equal Employment	Public Contract Code	Non-Collusion	Debarment & Suspension	Bidders Bond	Child, Family Support	Addendum 1
A	Freddi's Grading & Paving	\$163,249.00	X	X	X	X	X	X	X	X	X	X
B	JD Pasquetti Engineering, Inc	\$127,443.00	X	X	X	X	X	X	X	X	X	X
C	Environmental Landscape Solutions	\$148,843.58	X	X	X	X	X	X	X	X	X	X
D	Gabe Mendez, Inc	\$139,786.00	X	X	X	X	X	X	X	X	X	X
E	Blondi Paving & Engineering	\$154,365.00	X	X	X	X	X	X	X	X	X	X
F	Hodgson General Engineering Contractors, Inc	\$115,052.00	X	X	X	X	X	X	X	X	X	X
G	RSC General & Engineering, Inc	\$151,988.20	X	X	X	X	X	X	X	X	X	X
H												
I												
J												
K												
L												

Attendees:

Aimee Kellerman, Administrative Secretary
 Ben Chan, Public Works
 Britton Snipes, Public Works

Aimee Kellerman
 Aimee Kellerman, Administrative Secretary

7/18/12
 Date

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 79-2012

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH HODGSON GENERAL ENGINEERING
CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE DOUGLAS RD
BIKE CONNECTION PROJECT**

WHEREAS, bids were solicited to the Sacramento County, El Dorado County, Placer County, and ISqFt Planroom beginning June 29, 2012. The project was also advertised in The Grapevine Independent on June 29, July 6, and 13, 2012; and

WHEREAS, the bids were publicly opened on July 17, 2012 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends award the Douglas Road Bike Connection Project to the lowest responsive bidder, Hodgson General Engineering Contractors, Inc., in the amount of \$115,052; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his/her designee, to execute a construction contract with Hodgson General Engineering Contractors, Inc. (**Exhibit A1**), in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND HODGSON GENERAL ENGINEERING CONTRACTORS, INC.
FOR THE DOUGLAS RD BIKE CONNECTION PROJECT**

THIS AGREEMENT made and entered between the City of Rancho Cordova ("City") and Hodgson General Engineering Contractors, Inc. ("Contractor") as of August 20, 2012.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

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

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

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefore.

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

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

Section 2. SCOPE OF WORK. That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 49-2012, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

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

Section 4. PAYMENT. Attached hereto as **Exhibit A** and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **one hundred fifteen thousand fifty-two dollars (\$115,052)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. RETENTION. Pursuant to the provisions of Public Contract Code Section 7201, Section 5.1 Retention to Ensure Performance has been modified. For additional provisions are set forth in Section 8-7 of the Standard Specifications.

5.1 Retention to Ensure Performance. Five percent (5%) of each progress payment will be retained until the work has been completed and accepted by the Public Works Director of the City of Rancho Cordova. After fifty percent (50%) of the work has been completed, including approved change orders, the Contractor may request that remaining progress payments be made in full and not subject to further withholding of retention. The City will review the progress to date and the remaining work. If it appears that the work will be successfully completed and is progressing on schedule, the City will process subsequent progress payments in full. However, the City reserves the right to withhold 5% retention on any subsequent progress payment if in the opinion of the City the work is no longer progressing on schedule.

Section 6. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 7. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the Standard Specifications Section 3.

Section 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

Section 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 10. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Section 11. MISCELLANEOUS PROVISIONS.

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

11.2 **Contract Administration.** This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Phillip W. Hodgson
Hodgson General Engineering Contractors, Inc.
P.O. Box 1903
Placerville, CA 95667

Any written notice to City shall be sent to:

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

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

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

Phillip W. Hodgson, President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

**CITY OF RANCHO CORDOVA
DOUGLAS RD BIKE CONNECTION PROJECT
CP09-2078**

SPECIAL PROVISIONS

SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions, shall control all work to be done under this contract. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

GENERAL

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

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

AWARD AND EXECUTION OF CONTRACT

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

Bid protests are to be delivered to the following address:

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

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

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

BEGINNING OF WORK

As stated in Section 7-1 "Beginning of Work", of the Standard Construction Specifications, the Contractor is advised that, for this project, no field construction work may commence and the counting of working days shall not begin until Notice to Proceed is issued by the City. Work that does not involve field construction such as pre-construction meetings, creation of progress schedules, preparation of Traffic Control Plan, preparation of Erosion and Sediment Control Plan etc., may occur prior to the counting of working days.

TIME OF COMPLETION

As set forth in Section 7-15 of the Standard Construction Specifications, the time for completion of this contract shall be **THIRTY (30) CALENDAR DAYS**.

LIQUIDATED DAMAGES

As set forth in Section 8-10 of the Standard Construction Specifications, the liquidated damages for this contract shall be the sum of Eight Hundred Dollars (\$800) per day.

NOTICE FOR BONDS AND INSURANCES

Bidders shall comply with the information provided for the performance and payment bond, as set forth in Section 3-4 of the Standard Construction Specifications.

In the event that hazardous materials are identified prior to construction, or are encountered as an unforeseen condition during construction, the Contractor shall, if necessary, procure and maintain Environmental Liability Insurance as set forth in Section 3-9 of the Standard

Construction Specifications. It is acceptable for an environmental Sub-Contractor to provide the required coverage provided the prime Contractor and the City of Rancho Cordova ("City") are named as "additional insured" and the policy meets the requirements of Section 3-9 of the Standard Construction Specifications.

LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

PREVAILING WAGE

The Contractors attention is directed to Section 6-1.02 "Prevailing Wage," of the Standard Construction Specification. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773.

PAYROLL RECORDS

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

BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process

for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

Prior to the start of construction, the Contractor shall designate staging areas where fueling and oil changing activities will take place. The staging area(s) shall be reviewed and approved by the City of Rancho Cordova's Environmental Mitigation Monitor and the Storm Water Pollution Prevention Manager prior to the start of construction. No fueling and oil changing activities shall be permitted outside the designated staging areas. The proposed staging areas shall be identified in the Water Pollution Control Program (WPCP).

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

PERFORMANCE OF SUBCONTRACTORS

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

of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

SUBCONTRACTING

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

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

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PARTNERING

The City of Rancho Cordova will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Rancho Cordova and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Contractor's failure to comply with state and federal child, family and spousal support requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

Contractor's failure to cure such default within 90 days of notice by City shall be grounds for termination of this Agreement.

CONTRACTOR IDENTIFICATION

Contractor shall provide the City with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and applicable City codes: Contractor's name, residence address, telephone number, social security number, and whether dependent health insurance coverage is available to Contractor.

SECURITY DEPOSIT IN LIEU OF WITHHOLD

Contractor shall address all forms or correspondence pertaining to Securities in Lieu items to:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

DESCRIPTION OF WORK

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for a bike trail connecting Douglas Road to the existing bike trail adjacent to the Bureau of Reclamation's Folsom South Canal. This project will also include the construction of an access gate and chain link fencing as well as other items and details not mentioned above but described in the Special Provisions or shown on the Plans or as designated by the Engineer.

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

STATE STANDARD SPECIFICATIONS AND STATE STANDARD PLANS

State Standard Specifications and State Standard Plans, when referred to, shall be the State of California Department of Transportation Standard Specifications dated 2010 and the State of California Department of Transportation Standard Plans dated 2010.

CODES AND LEGAL REQUIREMENTS

- A. With the exceptions of the State Specifications and State Standard Plans which shall be the 2010 issue, all reference to codes, specifications and standards referred to in the contract documents shall mean, and are intended to be, the latest editions,

amendment, and/or revision of such referenced documents in effect as of the date of this contract.

- B. The work requirements of authorities shall be the minimum acceptable requirements for the work. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of the applicable codes and regulations.
- C. When contract documents call for materials or construction of better quality or larger size than required by codes, laws, rules and regulations, the contract documents shall take precedence.

ORDER OF WORK

Order of Work shall conform to the provisions of Section 5-1.05 "Order of Work" of the State Specifications and these Special Provisions. Liquidated damages, as set forth in these specifications, shall be assessed if the calendar days are exceeded.

Prior to performing any work that requires a lane closure, a Traffic Control Plan, prepared by the Contractor, shall be reviewed and approved by the City of Rancho Cordova.

The Contractor shall not begin work on clearing, grubbing or earthwork operations until an Erosion and Sediment Control Plan, prepared by the Contractor, is approved by the City of Rancho Cordova.

The Contractor shall notify the Engineer 5 working days before beginning work on or adjacent to any private properties.

At the end of each work day all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

Full compensation for daily cleanup and maintaining a neat and presentable appearance in the project limits will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

WATER POLLUTION CONTROL

Water Pollution Control work shall conform to the requirements in Section 10-4, "Erosion Sediment and Water Pollution Control," of the Standard Construction Specifications, and these Special Provisions.

The Contractor shall minimize erosion and transport of sediments during all aspects of the project. Erosion and sediment control shall conform to the requirements of Sacramento County's "Erosion and Sediment Control Guidelines". That document is available, for a fee, from the Water Resources Division, County of Sacramento.

The Contractor shall be required to prepare an Erosion and Sediment Control Plan, in conformance with the "Erosion and Sediment Control Guidelines". This Plan will be subject to review and approval by the Engineer. The Plan shall be submitted to the Engineer for review at least 5 days prior to the start of construction. During the review process, the Contractor shall revise the Plan as directed by the Engineer. In no case will the Contractor be allowed to begin the clearing, grubbing, or earthwork operations without an approved Erosion and Sediment Control Plan. If the Contractor's method fails to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control and shall be responsible for any damage resulting from erosion or siltation originating on the work site.

Conformance with all applicable erosion and sediment control requirements shall be included in the Lump Sum Price for the Storm Water Pollution Control Plan and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved.

COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," of the Standard Construction Specifications and these Special Provisions.

Contractor shall fully cooperate with all utilities, including, but not limited to, AT&T, Comcast, Sacramento Municipal Utilities District, Pacific Gas & Electric, Sacramento Area Sewer District, Sacramento County Water Agency and Sacramento County Department of Transportation.

Utility company representatives are listed on the title sheet of the Douglas Rd Bike Connection Improvement Plans.

WORK ON UNITED STATES BUREAU OF RECLAMATION PROPERTY

The Contractor's attention is directed to Section 6-21, "Preservation of Property", of the Standard Construction Specifications. The Contractor shall protect Bureau of Reclamation (Reclamation) improvements from damage. On-site Reclamation improvements may include, but are not limited to, trees, shrubbery, irrigation facilities, structures, parking lot pavement, concrete curbing, and driveway pavement. If such objects are damaged, they shall be replaced, repaired and or restored at the Contractor's expense, to a condition as good or better as when the Contractor entered upon the property, as determined by the Engineer.

During the contract period, the Contractor will not unreasonably interfere with business operations within the project limits or restrict access to or from driveways. The Contractor, under circumstances within his control, will complete construction in a timely and diligent manner.

Throughout the period of construction, the contractor shall maintain in force policies of liability insurance or proof of self insurance, providing limits of not less than \$1,000,000.00 for each person/occurrence and \$2,000,000.00 aggregate for bodily injury or death, and not less than \$1,000,000.00 for property damage. Said policies shall name the United States as additional insured and shall provide that they will not be canceled or reduced in coverage without ten (10) days prior notice from the City of Rancho Cordova. Prior to commencement of construction, the City of Rancho Cordova shall deliver to Reclamation a copy of the Certificate of Insurance

reflecting all essential coverage.

The Contractor shall repair any damages it causes to the property or equipment of the United States. No waste materials of any kind shall be left on United States property. Any damage to lands or facilities of the United States shall be restored to the satisfaction of Reclamation.

The United States must be in receipt of notice from the City of Rancho Cordova, its contractors, subcontractors, or their respective officers and employees at least 48 hours before being allowed to enter the license premise to construct, operate or maintenance of the Douglas Bike Connection from Douglas Road, pipe gate, the groundwater monitoring well or its appurtenances, except in emergency situations. City of Rancho Cordova shall coordinate access and all activity on, over, under United States land with the Area Manager, Bureau of Reclamation, Central California Area Office, 7794 Folsom Dam Road, CA 95630, Telephone 916-988-1707.

The Contractor may not allow containment or pollution of Federal lands, waters, or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

The Contractor and/or its subcontractors shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies, directives and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

“Hazardous material” means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.) and the regulations promulgated pursuant to that Act.

Upon discovery of any event which may or does result in contamination or pollution of Federal lands, water, or facilities, the Contractor shall initiate necessary emergency measures to protect health and safety and the environment and shall report such discovery with full details of the actions taken to the Area Manger, Central California Area Office, 916,088,1707. Reporting must be within a reasonable time period. A reasonable time period means that within one (1) hour of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

Violation of any of the provisions of this Article, as determined by Reclamation’s authorized official, may constitute grounds for termination of this Contract. Such violations require immediate corrective action by the Contractor and shall make the Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

The Contractor shall perform all work outlined in this section without direct payment, as specified in Section 8-3 of the Standard Construction Specifications.

RIGHT OF WAY STATUS

Except as otherwise noted on the Plans, all work done under this contract shall be conducted within the limits of existing public rights of way.

PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 7-5.01, "Progress Schedule," of the Standard Construction Specifications.

At the pre-construction meeting the Contractor shall submit to the Engineer a Schedule of Work for all work included in the project. Full compensation for the preparation of progress schedules will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made therefore.

EXISTING UTILITIES

The Contractor's attention is directed to Section 6-16, "Existing Utilities", of the Standard Construction Specifications and these Special Provisions. All existing utilities within the project limits shall remain in use during construction.

UNAVOIDABLE DELAYS

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

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

No extension of time will be allowed for delay in delivery of asphalt rubber hot mix overlay or asphalt rubber seal coat material.

HOURS OF WORK

The Contractor's attention is directed to Section 7-8, "Peak Hours, Hours of Darkness, Holidays, and Weekends", of the Standard Construction Specifications. See also "Traffic

Maintenance” of these Special Provisions.

DUST CONTROL

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

The Contractor shall provide for watering of all exposed or disturbed earth surfaces at least twice daily. The Contractor shall cover stockpiles of debris, soil, sand or other materials that can be blown by the wind. The Contractor shall sweep the construction area and adjacent streets of all mud and dust as needed. Full compensation for dust control will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made thereof.

SURPLUS MATERIAL DISPOSAL

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

All excess excavated material, broken concrete, and any other excess material resulting from the construction shall become the property of the Contractor and shall be properly removed from the right-of-way and no additional compensation will be made therefore.

EXISTING FACILITIES

The Contractor’s attention is directed to Section 13, “Existing Facilities,” of the Standard Construction Specifications. It shall be the responsibility of the Contractor to protect existing fencing, signs, drainage structures, and other roadway appurtenances not scheduled for removal under this contract. Facilities damaged due to the Contractor’s operations shall be repaired or replaced, as directed by the Engineer, at the Contractor’s expense.

Full compensation for Existing Facilities, as specified herein, shall be considered as included in the prices paid for the various items of work involved as specified in Section 8-3, “Work to be Done Without Direct Payment,” of the Standard Construction Specifications and no additional compensation will be made therefore.

WORK TO BE DONE WITHOUT DIRECT PAYMENT

Attention is directed to Section 8-3 of the Standard Construction Specifications. All work not mentioned in these Special Provisions shall be constructed in accordance with the Standard Construction Specifications. Payment for work shown on the Plans and specified herein for which there is no item listed on the bid proposal form shall be included in the prices bid for the related items of work to provide a complete job according to the Plans, and no additional compensation will be made therefore.

CONSTRUCTION AREA SIGNS

Construction area signs shall conform to the requirements of Section 12-3.08 "Construction Area Signs" of the Standard Construction Specifications.

The Contractor shall not erect any signs on private property without prior written approval from private property owner.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Full compensation for construction area signs shall be included in the prices paid for various contract items of work and no additional compensation shall be made therefore.

SECTION 1. TECHNICAL CONSTRUCTION DETAILS

1.1 CONSTRUCTION STAKING

The Contractor shall be responsible for providing such stakes and marks a reasonable length of time in advance of starting operations that require such stakes and marks.

Stakes and marks set by the Contractor's Surveyor or Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced as soon as possible by the Surveyor. The Contractor will be responsible for the cost to replace and restore the stakes and marks.

The Contractor shall be fully responsible for the accuracy of the construction staking. The construction stakes and marks shall be furnished and set with accuracy to assure that the completed work conforms to the lines, grades, and section shown on the Plans. All computations necessary to establish the exact position of the work from control points shall be performed by the Contractor. All computation, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Such computations, notes and other records shall be made available to the Engineer upon request and shall become the property of the City and delivered to the Engineer before acceptance of the project. Construction stakes shall be removed from the site of the work when no longer needed.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between field conditions and grades and notes shown on the Plans.

The Contractor shall provide the stationing and the elevations to utility companies to allow the utilities to set their facilities to match the final pavement elevation.

The contract lump sum price for construction staking and marking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved.

1.2 POTHOLING

Potholing shall consist of excavating where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The location and number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

In general, the Engineer will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined whether potholing for, and realignment of the proposed or existing improvements are necessary, and has given the Contractor clearance to proceed with the planned work.

In the event realignment of the proposed improvement is necessary because of conflicts, and the realignment materially changes the character of the planned work, increases or decreases in the unit cost of the work in question shall be established per the provisions of Section 4-8, 8-15, and 8-16 of the Standard Specifications.

Backfilling of potholing excavations shall be per the provisions contained in the General Requirements of these Special Provisions and the requirements of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made therefore. Surface restoration in paved areas not planned to be reconstructed with this project shall be (4" AC on 6" AB minimum) per City Standard Drawing.

Potholing shall be performed such that the trench width does not exceed two and one-half feet (2.5'). Excavation exceeding 2.5 feet in width shall be the Contractor's responsibility. Unless otherwise approved by the Engineer, the maximum trench length shall be six feet (6').

Measurement for potholing shall be based per each pothole requested by the Engineer. No additional compensation shall be paid to the Contractor for handwork necessary to fully expose underground utilities and facilities, support exposed utilities, any shoring which may be required, or for removing asphaltic or Portland cement concrete surfacing for potholing.

The quantity of excavation contained in the Engineer's Estimate has been specified for the purpose of establishing a reasonable and equitable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4-4 of the Standard Specifications, no adjustment to the unit price will be made, nor will any monies be due to the Contractor for any decrease in the quantity specified in the Engineer's Estimate, in part, or in whole.

1.3 EROSION CONTROL / WATER POLLUTION CONTROL PROGRAM (WPCP) PREPARATION, APPROVAL & UPDATES

Water Pollution Control work shall conform to the requirements in Section 10-4, "Erosion Sediment and Water Pollution Control," of the Standard Construction Specifications, and these Special Provisions.

The Contractor shall be required to prepare a Water Pollution Control Program (WPCP) that will be submitted to the Engineer and subject to review and comment by the County Department of Water Resources. Erosion and sediment control shall conform to the requirements of the current editions of the County of Sacramento Improvement Standards, and the Sacramento County "Erosion and Sediment Control Guidelines" (hereafter referred to as the Tan Book). This document is available from the Sacramento County Dept. of Water Resources.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 15 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 15 days of receipt of the Engineer's comments. The Engineer will have 15 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP,

incorporating the required changes shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions are being completed.

Disturbed soil areas and stockpiles will require soil stabilization and sediment control throughout the year. Erosion control (i.e. soil stabilization) Best Management Practices (BMP's) shall be applied after 14 days of inactivity. All other BMP's shall be installed/implemented and maintained year round. These BMP's shall include (but not be limited to) the BMP's checked on the Construction Site BMP's Consideration Checklist shown in Table 1 below:

Table 1 CONSTRUCTION SITE BMP's CONSIDERATION CHECKLIST			
TEMPORARY SOIL STABILIZATION BMP's			
Check if used	BMP	Caltrans BMP #	County Detail
	Storm Water Pollution Prevention Plan (SWPPP) Preparation	N/A	
√	Scheduling	SS-1	
√	Preservation of Existing Vegetation	SS-2	
	Hydraulic Mulch	SS-3	
√	Hydro seeding	SS-4	
√	Binded Fiber Matrix	SS-5	
	Straw Mulch	SS-6	
	Geotextiles, Plastic Covers, & Erosion Control Blankets/Mats	SS-7	11-10A/B
	Wood Mulching	SS-8	
<i>Temporary Concentrated Flow Conveyance Controls</i>			
	Earth Dikes/Drainage Swales & Lined Ditches	SS-9	
√	Outlet Protection/ Velocity Dissipation Devices	SS-10	
	Slope Drains	SS-11	
TEMPORARY SEDIMENT CONTROL BMP's			
Check if used	BMP	Caltrans BMP #	County Detail
	Silt Fence	SC-1	11-5
	Desilting Basin	SC-2	11-3
	Sediment Trap	SC-3	11-2
	Check Dam	SC-4	
√	Fiber Rolls	SC-5	11-4
	Gravel Bag Berm	SC-6	11-7
√	Street Sweeping and Vacuuming	SC-7	
√	Gravel Bag	SC-8	11-7
	Storm Drain Inlet Protection (Type 2)	SC-10	11-8
	Storm Drain Inlet Filter Bag		11-9
WIND EROSION CONTROL BMP's			
√	Wind Erosion Control	WE-1	

CONSTRUCTION SITE BMP's CONSIDERATION CHECKLIST			
TRACKING CONTROL BMP's			
Check if used	BMP	Caltrans BMP #	County Detail
√	Stabilized Construction Entrance/Exit	TC-1	11-1
	Stabilized Construction Roadway	TC-2	
	Entrance/Outlet Tire Wash	TC-3	
NON-STORM WATER MANAGEMENT BMP's			
√	Water Conservation Practices	NS-1	
	Dewatering Operations	NS-2	
√	Paving and Grinding Operations	NS-3	
	Temporary Stream Crossing	NS-4	
	Clear Water Diversion	NS-5	
√	Illicit Connection/Illegal Discharge Detection and Reporting	NS-6	
	Potable Water/Irrigation	NS-7	
Vehicle and Equipment Operations			
√	Vehicle and Equipment Cleaning	NS-8	
√	Vehicle and Equipment Fueling	NS-9	
√	Vehicle and Equipment Maintenance	NS-10	
WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMP's			
√	Material Delivery and Storage	WM-1	
√	Material Use	WM-2	
√	Asphalt Concrete Stockpiles	WM-3	
√	Spill Prevention and Control	WM-4	
√	Solid Waste Management	WM-5	
√	Hazardous Waste Management	WM-6	
√	Contaminated Soil Management	WM-7	
√	Concrete Waste Management	WM-8	11-6
√	Sanitary/Septic Waste Management	WM-9	
√	Liquid Waste Management	WM-10	

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

The following precautions shall be implemented:

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

WPCP Implementation and Maintenance

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

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 15 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 14 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

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

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

A construction site inspection checklist similar to the example on page F-3 of the Erosion and Sediment Control FIELD MANUAL, Fourth Edition dated August 2002 and published by the California Regional Water Quality Control Board, San Francisco Bay Region, shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the

control measures are functioning adequately. One copy of site inspection record shall be submitted to the engineer.

Inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff capable of carrying sediment from the construction site;
- C. Routinely, a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

Payment – WPCP Preparation & Water Pollution Control

The contract Lump Sum price paid for WPCP Preparation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising and amending the WPCP as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall complete and submit Attachment A with their Proposal. On Attachment A, the Contractor shall provide a schedule of values with unit prices for all BMP's except those listed as "PROCEDURAL". The schedule of values shall reflect the items of work and costs for the control measures required for the WPCP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. It is not necessary to provide unit prices for those BMP's designated on Attachment A as "Procedural". Payment for these procedural BMP's is included in the prices paid for the various other items of work and no additional compensation will be paid. The total amount to be paid for the Work included in the Lump Sum price paid for Water Pollution Control shall be the amount of the Lump Sum actually utilized in the course of completing the Work.

The unit prices in Attachment A shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of the WPCP, as shown in the plans, as specified in the State Specifications and these Special Provisions, and as directed by the Engineer.

If approved in writing by the Engineer, the schedule of values from Attachment "A" will be used to determine payments from the Lump Sum for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in control measures required by an approved amendment to the WPCP. If unit costs provided by the Contractor in Attachment "A" are not within allowable industry standards, the Department of

Public Works would have the right to have devices installed on a Force Account Basis in accordance with Section 9-8.03 of the Standard Construction Specifications.

Erosion, Sediment and Water Pollution Control

The Contractor's attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Standard Construction Specifications and these Special Provisions. The Contractor shall conform to all applicable provisions of the referenced section and these Special Provisions. The Contractor shall comply with Section 7-1.01G Water Pollution, of the Standard Specifications, except compensation will be considered as included in the contract Lump Sum price paid for preparation of the WPCP as specified in "Payment" of this section of these Special Provisions.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as result of the Contractor's failure to comply with the provisions set forth in this section "Erosion, Sediment, and Water Pollution Control", including but not limited to, compliance with the applicable provisions of the current edition (November 2000) of the Sacramento County "Erosion and Sediment Control Guidelines" (hereafter referred to as the Tan Book), the Permit, and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

1.4 TRAFFIC CONTROL SYSTEM

Provisions for public convenience and safety, construction area traffic control, and hours of work shall be in accordance with the Standard Construction Specifications. Specific

requirements are provided in Sections 6-11, 6-12, 6-13, 6-14, 7-8, and 12 of the Standard Construction Specifications. The Contractor shall be responsible for public safety and traffic control within the project limits and on the approaches to the project.

A traffic control plan (or plans) shall be submitted for review for any work requiring modifications of existing traffic patterns. The traffic control plan shall include provisions for vehicular, pedestrian, and bicyclist access. An anticipated approach speed of 45 mph shall be used on Douglas Road.

Construction shall be suspended and no activities that interfere with public traffic shall be conducted on Memorial Day, Independence Day, Labor Day or Veterans Day, during the four day Thanksgiving weekend and on December 8 through January 1.

The local Fire Department, Sheriff/Police Department, California Highway Patrol, and Regional Transit (if applicable) shall be notified 24 hours in advance of construction work.

Advisory (S1) signs shall be posted 10 days in advance of construction activities.

At least one lane of 10-foot minimum pavement width shall be maintained for each direction of travel during standard construction hours. Lane closure shall not be allowed without an approved traffic control plan, proper advance warning devices, signing and flag person control. Unless otherwise approved by the City of Rancho Cordova construction shall not be permitted on weekends and holidays.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as shown on the Plans and as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete or timber. Surface shall be skid resistant and free of irregularities.

Paved pedestrian access to sidewalks shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Any closure or detour of pedestrian access for contractor's convenience shall be approved in writing by the Engineer prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the Engineer. Additional signing and safety measures for pedestrians approved as part of a pedestrian

access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

All costs for maintaining traffic control systems shall be included in the lump sum price paid for the Traffic Control Plan and shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control systems as shown on the Plans, required to maintain traffic as specified in the State Standard Specifications, in these Special Provisions, and as directed by the Engineer.

1.5 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 15, "Clearing and Grubbing," of the Standard Construction Specifications and these Special Provisions.

All Sacramento County traffic signs that are affected by the work shall be maintained by the Contractor in accordance with Section 15-1.03 of the Standard Construction Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

Clearing and grubbing shall also include the removal of existing shrubs as shown on the plans and in accordance with the applicable provisions of Section 15 of the Standard Construction Specifications and as directed by the Engineer in the field. The Contractor shall repair any private, landscaped areas damaged by construction activities. The lump sum price paid for meeting the provisions of this paragraph is included in the lump sum price paid for Clearing and Grubbing with no additional payment allowed therefore.

Clearing and Grubbing shall also include removal of existing fences, and gates that are not to be replaced. Any damage to other existing facilities to remain shall be the responsibility of the Contractor. Any such damage shall be immediately repaired, or if not repairable, shall be compensated as determined by the Engineer. Removed material shall become the property of the Contractor and shall be disposed of outside the city right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

The Contractor shall perform the work outlined in this section without direct payment, as specified in Section 8-3 of the Standard Construction Specifications. The lump sum price paid for meeting the provisions of this paragraph is included in the lump sum price paid for Clearing and Grubbing with no additional payment allowed therefore.

The contract lump sum price for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved.

1.6 ROADWAY EXCAVATION

The Contractor's attention is directed to Section 18 "Earthwork" of the Standard Construction Specifications. Attention is directed to the "Existing Utilities" section of these Special Provisions

and the necessity of doing excavation, embankment construction, and subgrade preparation adjacent to and around existing poles.

Roadway Excavation

Roadway excavation shall conform to Section 18-2, "Roadway Excavation," of the Standard Construction Specifications and these Special Provisions. The contractor shall remove existing asphalt concrete as shown on the plans. Asphalt concrete shall be removed by saw cutting at the limit line.

Disposal of surplus material shall conform to the provisions in Section 18-7, "Surplus Material Disposal," of the Standard Construction Specifications and these Special Provisions. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed from the right of way.

The Contractor shall comply with all disposal and grading ordinances set forth in Section 18-7.03, "Permits," of the Standard Construction Specifications when disposing of surplus material.

Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the price for Roadway Excavation and no additional compensation will be made therefore.

Measurement and payment of roadway excavation shall be per cubic yard and shall include full compensation for furnishing all labor, materials, tools, incidentals, and all work involved in roadway excavation and no additional compensation will be allowed.

1.7 AGGREGATE BASE, CLASS 2

Aggregate Base, Class 2 shall conform to the provisions of Section 22, "Base Material" of the Standard Construction Specifications. All costs to furnish and install Aggregate Base, Class 2 shall be included in the price bid per ton of Aggregate Base, Class 2.

1.8 ASPHALT CONCRETE TYPE "A"

The Contractor's attention is directed to Section 23 "Asphalt Concrete" of the Standard Construction Specifications and these Special Provisions. The contractor shall install Asphalt Concrete to the depth shown on the plans.

Measurement and payment for Asphalt Concrete shall be per Ton and shall include full compensation for furnishing all the labor, materials, tools, equipment incidentals, and all the work involved in installation of 3" Asphalt Concrete (Type A), and no additional compensation will be allowed.

The aggregate gradation shall be one half inch (1/2") maximum, medium, medium gradation.

The contract unit price paid per ton of Asphalt Concrete, Type A shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved

in the production, delivery, and placement of asphalt concrete as shown on the Plans, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

1.9 DECOMPOSED GRANITE (2" DEPTH)

Under this item of the proposal, the contractor shall furnish and place decomposed granite two inches (2") in depth as indicated on the plans.

Materials:

Decomposed granite shall be not larger than 1/4" thick. The color shall be gray and the source shall be Granite Rock Co., Don Robinson Co., or equal. Provide one-half pound samples to show size and color range of decomposed granite.

Herbicide shall be spray-applied, selective pre-emergent herbicide and shall be "Chipco Ronstar G" by Rhone-Poulenc, Inc.; "Treflan 5G" by Dow Elanco; or equal.

Organic binder shall be non-toxic and shall be "Stabilizer" by Stabilizer, Inc., or equal (no known equal).

Water shall be fresh, clean, potable water as available from project site.

Installation:

Install organic-stabilized decomposed granite paving true to grade, properly coinciding with adjacent work and elevations. Provide a finished surface uniform in texture and appearance. Do not permit finished work to vary more than 1/8 inch in 10 feet from true profile and cross section.

Paving shall consist of a mixture of decomposed granite, organic binder, and water, thoroughly pre-blended before placement. Add sufficient water to thoroughly wet decomposed granite without excess "free" water. Add 1 pound of "organic binder" per 160 pounds of decomposed granite (dry weight).

Thoroughly compact to a minimum of 95 percent. Compact each area with at least 4 passes of the compacting equipment. After compacting, screed smooth.

Do not permit mixture to contaminate planting areas. Clean up immediately all mixtures spilled into adjacent areas.

When surface areas have been rolled and it becomes necessary to add a thin layer of material to bring the surface to grade, the previously rolled or compacted area shall be raked to provide a bond with the added material.

If compression tests of samples fail to meet specified compressive strength, immediately remove and replace decomposed granite paving with material conforming to Specifications.

Do not compact or add stabilizer within 3 feet square tree pocket.

Mixing equipment shall be batch-type, using revolving blades or rotary drum. Compaction equipment shall be vibratory type.

The contract price paid per cubic yard for Decomposed Granite (2" Depth) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to complete all work, including cost and submittal of soils test, as specified herein and no additional compensation will be allowed.

1.10 ACCESS GATE

Access gate shall be constructed of black steel pipe, outside diameter (O.D.) and welded as shown on the plans.

Verify actual locations of fencing and other construction contiguous with gate by field measurements before fabrication.

Weld all around at connections, including at fittings. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove flux immediately. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

The contract unit price paid per each of installing Access Gate shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the installing Access Gate as shown on the Plans, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

1.11 ROADSIDE SIGNS

Roadside signs shall conform to Section 34-3, "Roadside Signs", of the Standard Construction Specifications, and these Specifications.

The contract unit price paid per each of installing Roadside Signs shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the installing Roadside Signs as shown on the Plans, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

1.12 THERMOPLASTIC TRAFFIC STRIPE (4")

All traffic striping within the project limits shall be thermoplastic and shall be installed by the Contractor as shown on the plans and as directed by the Engineer. The work shall conform to Section 48, "Traffic Stripes and Pavement Markings", of the Standard Construction Specifications and these Special Provisions.

The price paid per foot for 4" traffic stripes shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the Thermo plastic traffic stripes, as shown on the Plans, as specified in the Standard Construction Specifications and as directed by the Engineer and no additional compensation shall be allowed therefore.

1.13 THERMOPLASTIC TRAFFIC STRIPE (12")

All traffic striping within the project limits shall be thermoplastic and shall be installed by the Contractor as shown on the plans and as directed by the Engineer. The work shall conform to Section 48, "Traffic Stripes and Pavement Markings", of the Standard Construction Specifications and these Special Provisions.

The price paid per foot for 12" traffic stripes shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the Thermo plastic traffic stripes, as shown on the Plans, as specified in the Standard Construction Specifications and as directed by the Engineer and no additional compensation shall be allowed therefore.

1.14 6' CHAIN LINK FENCING

Fencing material shall be installed that conforms to Section 50-42 of the Standard Construction Specifications, and as shown on the plans. Removed fencing materials shall become the property of the Contractor. New fencing shall be connected to remaining longitudinal and lateral fencing and gates. Measurement and payment shall be per linear foot of fence. Compensation for fencing that is removed but not replaced shall be included in the contract price paid for "Clearing and Grubbing".

**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

B I D F O R M

Project No. CP09-2078

Project: **Douglas Rd Bike Connection Project**

SUBMIT BID TO:

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

BID OPENING:

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

NO LATER THAN: 2:00 p.m.
DAY OF BID July 17, 2012

APPROXIMATELY 2:10 p.m.

TO: City Clerk
 City of Rancho Cordova

Name of Bidder: HODGSON GENERAL ENGINEERING CONTRACTORS INC.

Business Address: P O BOX 1903

City, State, Zip Code: PLACERVILLE, CA 95667

Telephone Number: 530 622 0144

Contact Person: PHIL HODGSON

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA**1. CONTRACTORS LICENSE FORM**Project No. CP09-2078**Project:** Douglas Rd Bike Connection Project

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

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

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

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

Contractor's License No. 553771Expiration Date: 1-31-13Contractor's Classification: AHODGSON GENERAL ENGINEERING
Contractor's Name (Printed) CONTRACTORS, INC.
Bidder's Signature
(same signature as on Bid Proposal)7/17/12
DatePHILLIP W. HODGSON
Bidder's Name (Printed)PRESIDENT
Bidder's Title

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "General," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
SERRA NATL ASPH 5433 EL CAMINO AV #4 CARMICHAEL, CA	AC PAVING
CRUSADER FENCE XXX5 B GOLD VALLEY, R.L., CA	GATE & FENCE
CLEARWATER L.S. 3908 PLACITAS, CAM. PK, CA	EROSION CTRL (PORTION)
SERRA TRAFFIC MARKINGS 3139 SWETZEL RD, LOOMIS, CA	STRIPING & SIGNS

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE**Public Contract Code Section 10285.1 Statement**

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes ____ No ☒

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

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

HODGSON GENERAL ENGINEERING CONTRACTORS, INC

PHILLIP W. HODGSON, PRESIDENT, MGR

DONALD S. HODGSON, SEC/TREAS

Licensed in conformance with an act providing for the registration of Contractors,

License No. 553771 Classification(s) A

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 7/17/12

**Sign
Here**

[Signature]
PRESIDENT
Signature and Title of Bidder

Business Address P O BOX 1903, PLACERVILLE, CA 95667

Place of Business EL DORADO COUNTY

Place of Residence EL DORADO COUNTY

CITY RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Hodgson General Engineering Contractors, Inc.
 _____ as Principal, and
Travelers Casualty and Surety Company of America

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Douglas Road Bike Connection Project
CP09-2078
(Copy here the exact description of work, including location as it appears on the proposal)

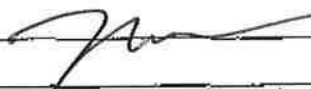
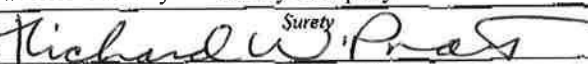
for which bids are to be opened at Rancho Cordova, California on July 17, 2012
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: July 13, 2012.

Hodgson General Engineering Contractors, Inc.

 Principal
Travelers Casualty and Surety Company of America
By  Surety
Richard W. Pratt, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
 City Rancho Cordova

On this _____ day of _____ in the year 20____ before me
 _____, personally appeared _____
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

SEE ATTACHED
CALIFORNIA ALL-PURPOSE
Notary Public ACKNOWLEDGMENT
COMPLIES WITH CIVIL CODE 1180(a)(1)
DATED 7/13/12

City of Rancho Cordova
 Douglas Rd Bike Connection Project

Bid Form
 Page 9



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217310

Certificate No. 004519064

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

B. G. Midstokke, Renee Ramsey, and Richard W. Pratt

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this 8th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 20 12.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACKNOWLEDGMENT

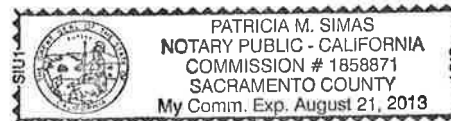
State of California
County of Sacramento)

On July 17, 2012 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Richard W. Pratt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Patricia M. Simas (Seal)

EXPERIENCE RECORD

HODGSON GENERAL ENGINEERING CONTRACTORS, INC.

- 2007 FOLSOM 3RD AND 4TH WARDS MEETINGHOUSE- Jacobsen Construction
Grading, paving, drainage, water, sewer for new LDS meetinghouse
\$1,065,000; Tony Shields (801) 983-5168
- THE OFFICES AT CAMERON PARK - Mark III Development Design Builders
Grading and paving for new office park
John Firchau 916 381-8080
- 2008 OAK MEADOWS ELEMENTARY SCHOOL PORTABLES – Carter-Kelly, Inc.
Grading for new portables
530 621-0950
- FREEDOM PARK CONSTRUCTION – Parker Landscape Development
Grading for park reconstruction in North Highlands
Ryan (916) 383-4071
- D. G. GRANADE NEW OFFICE BUILDING - D. G. Granade, Inc.
Grading for new commercial project
Doug Granade, (530) 677-7484
- FIRE STATION #4 DRAINAGE IMPROVEMENTS - City of Roseville Central Services
Demolition, grading and concrete pavement replacement
Sam Elmer (916) 774-5710
- 2009 NORTH NATOMAS REGIONAL PARK Phase 3 - Hemington Landscape
Clearing and grading for park site expansion
Mark Hemington 530 677-9290
- CNPRC FIELD CAGES, UC Davis
Grading and site prep for new field cages
D G Granade 677-7484
- 2010 PRAIRIE CITY SVRA 4x4 IMPROVEMENT PROJECT, Rancho Cordova, CA
Grading, septic system at offroad park
D G Granade 677-7484
- LINCOLN BUS PARKING FACILITY, City of Lincoln
Grading, base and drainage
D G Granade 677-7484
- AUBURN CA STAKE PARKING LOT ADDITION, Auburn, CA
Complete parking lot project at existing LDS church
Maury J. Maher, Nichols, Melburg & Rossetto Architects
(916) 967-1340
- 2011 SHINGLE SPRINGS FIRE STATION #28, Shingle Springs, CA
D G Granade 677-7484
- LIGHT OF THE HILLS CHURCH, Cameron Park, CA
Grading and base for new church addition and baseball/soccer field
Brian Morris - Light of the Hills Lutheran Church 530-677-9536

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

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

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

CERTIFICATION

CONTRACTOR hereby certifies that:

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

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

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

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

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

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



 CONTRACTOR

 PHILLIP W. HODGSON
 Printed Name

7/17/12

 DATE

CITY OF RANCHO CORDOVA**DEPARTMENT OF PUBLIC WORKS****PROJECT NO. CP09-2078**

THIS AGREEMENT, made and concluded, in duplicate, _____,
between the City of Rancho Cordova thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Rancho Cordova, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated June 25, 2012 and are entitled:

**CITY OF RANCHO CORDOVA;
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR
DOUGLAS RD BIKE CONNECTION PROJECT**

IN

RANCHO CORDOVA

The project plans for the work to be done were approved June 25, 2012 and are entitled:

**CITY OF RANCHO CORDOVA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR**

**RANCHO CORDOVA
DOUGLAS RD BIKE CONNECTION PROJECT**

IN

RANCHO CORDOVA

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Rancho Cordova, Department of Transportation, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

***CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS***

By _____
Authorized Local Agency Representative

Contractor

By _____

Licensed in accordance with
an act providing for the
registration of contractors,

License No. _____

Federal Employer Identification

Number _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, City of Rancho Cordova

Approved Effective _____

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Rancho Cordova, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fix by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Rancho Cordova, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Rancho Cordova in the sum of \$ _____ dollars (\$ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Rancho Cordova, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City of Rancho Cordova

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City of Rancho Cordova, personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

Attachment "A"

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

DOUGLAS RD BIKE CONNECTION PROJECT					
City of Rancho Cordova					
BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Construction Staking	1	LS	3150 ⁻	3,150 ⁻
2	Potholing	2	EA	150 ⁻	300 ⁻
3	Erosion Control / WPCP	1	LS	9900 ⁻	9,900 ⁻
4	Traffic Control System	1	LS	3000 ⁻	3,000 ⁻
5	Clearing and Grubbing	1	LS	3500 ⁻	3,500 ⁻
6	Roadway Excavation	275	CY	77 ⁻	21,175 ⁻
7	Aggregate Base Class 2	1012	TON	20 ⁻	20,240 ⁻
8	Asphalt Concrete Type A	338	TON	97 ⁻	32,786 ⁻
9	Decomposed Granite	15	CY	300 ⁻	4,500 ⁻
10	Access Gate	1	EA	965 ⁻	965 ⁻
11	Roadside Signs	15	EA	186 ⁻	2,790 ⁻
12	Thermoplastic Traffic Stripe (4")	1320	LF	1.05 ⁻	1,386 ⁻
13	Thermoplastic Traffic Stripe (12")	6	LF	10.50 ⁻	63 ⁻
14	6' Chain Link Fencing	395	LF	28.60 ⁻	11,297 ⁻
TOTAL BASE BID \$					115,052 ⁻
TOTAL BASE BID PRICE (IN WORDS)		ONE HUNDRED FIFTEEN THOUSAND FIFTY TWO			

Dugan

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Senior Civil Engineer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS WITH DOUGLAS VEERKAMP GENERAL ENGINEERING FOR THE FOLSOM BOULEVARD PHASE 3 PROJECT IN THE TOTAL AMOUNT OF \$104,209.36 AND AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS UP TO A MAXIMUM OF \$400,000**

RECOMMENDATION

Adopt Resolution No. 80-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract change orders (CCO's) associated with the Folsom Boulevard Phase 3 project. Execution of the CCO's will increase the current amount of Construction Contract No. 87-2011 from \$4,262,774.35 to \$4,366,983.71.

This resolution will also authorize the City Manager to approve future CCO's up to a maximum of \$400,000.

ADVANCES GOALS 1, 2, 3, 5 and 6.

BACKGROUND

The work performed under this construction contract includes the furnishing of all labor, materials and equipment for construction of Folsom Boulevard Phase 3. Included in the project are new landscape, streetscape, signal, bicycle and pedestrian improvements along Folsom Boulevard from Mather Field Road to Rod Beaudry Drive.

CCO's one through five are due to unforeseen site conditions, utility conflicts, increased effort and deletions associated with installation of the Folsom Boulevard Phase 3 improvements. The amount of the additive CCO's is \$405,521.78. The amount of the deductive CCO's is \$301,312.42 due to elimination of work including the frontage initially anticipated for the future Los Rios project. The total CCO's are \$104,209.36.

Additional CCO approval authority is requested for the City Manager up to a total amount of \$400,000 for additional road repair of Folsom Boulevard west of Rod Beaudry and replacement of several sections of damaged sidewalk on the north side of Folsom Boulevard.

FISCAL IMPACT

The project budget has sufficient contingency to cover the cost of the requested change order.

ATTACHMENT

Resolution No. 80-2012 including **Exhibit A** – Contract Change Orders No. 1-5

CITY OF RANCHO CORDOVA

RESOLUTION NO.80-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS
WITH DOUGLAS VEERKAMP GENERAL ENGINEERING FOR CONSTRUCTION OF
THE FOLSOM BOULEVARD PHASE 3 PROJECT**

WHEREAS, the City awarded the Folsom Boulevard Phase 3 Project to Douglas Veerkamp General Engineering in the amount of \$4,262,774.35 (Contract 87-2011); and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans and specifications with change orders to complete construction of the project; and

WHEREAS, the City recommends that the City Council authorizes the City Manager to execute contract change orders 1, 2, 3, 4 and 5 with Douglas Veerkamp General Engineering in the total amount of \$104,209.36; and

WHEREAS, the total amount of the change orders exceeds the amount the City Manager is currently authorized to approve; and

WHEREAS, the City recommends that the City Council grant the City Manager the authority to approve future CCO's up to a maximum of \$400,000 for additional road repair of Folsom Boulevard west of Rod Beaudry and replacement of several sections of damaged sidewalk on the north side of Folsom Boulevard.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager or his designee to execute contract change orders 1, 2, 3, 4 and 5 with Douglas Veerkamp General Engineering in the total amount of \$104,209.36 (**Exhibit A**) and to approve future CCO's up to a maximum of \$400,000.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, City Clerk, CMC

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 01

Sheet 1 of 2
 City Contract No. **87-2011**

To: **Doug Veerkamp General Engineering (DVGE)**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

In accordance with DVGE's cost proposal dated May 30, 2012 and the City's correspondence dated June 6, 2012, DVGE is directed to grind existing AC and place 2" overlay for entire project limits or as directed by Engineer. Payment for this work shall be at bid item unit prices based on field measurements. Final agreed quantities are shown below. In addition, the slurry seal is deleted from the contract. Asphalt price index specification is not applicable to AC placed for overlay (3,581 Tons).

Bid Item Quantity Increase / Decrease at Unit Prices

Item 1	Bid Item 13 – Cold Plane AC	INCREASE:	\$128,635.50
	Actual quantity = 229,421 SF (includes deduct of 22,500 SF for Storm Drain trench) Previous quantity paid = 0 Revised total bid item = 229,421 SF Eng. Estimate = 57,907 SF Quantity Increase = 171,514 SF x \$0.75/ SF = \$128,635.50		
	Bid Item 24 – Hot Mix Asphalt	INCREASE:	\$211,241.28
	Actual quantity placed for overlay = 3,581 Tons Previous quantity paid = 2,137.43 Tons Revised total bid item = 5,718.43 Tons Eng. Estimate = 3,518 Tons Quantity Increase = 2,200.43 Tons x \$96/ Ton = \$211,241.28		
Item 2	Delete Slurry Seal Bid Item 23 – Slurry Seal -30,800 SY x \$1.90/SY = (\$58,520.00)	DECREASE:	(\$58,520.00)
Total Cost of Change:			\$281,356.78
Contract Summation:			
Original Contract:	\$4,262,774.35	Total Change Orders:	\$281,356.78
		New Contract Cost Total:	\$4,544,131.13

By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 01

City Contract No. 87-2011

Submitted
 by:

BB Skump

Construction Manager/Resident Engineer
 City of Rancho Cordova

Date: 7-9-12

Recommend
 Approval by:

MA Sticks

Project Manager
 City of Rancho Cordova

Date: 7-18-12

Approved
 by:

Public Works Director
 City of Rancho Cordova

Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment thereof the prices and time extensions shown above.

Acceptance Date: July 16, 2012

Contractor: DOUG HERMAN & SONS, INC.

By: [Signature]

Title: PROJECT MANAGER

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original Contractor
 to: City Clerk

Copies Resident Engineer
 to: City Project Manager
 Project Engineer

 City Manager or Designee
 City of Rancho Cordova

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA

Contract Change Order No. 02

Sheet 1 of 2
 City Contract No. **87-2011**

To: **Doug Veerkamp General Engineering (DVGE)**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

In accordance with City's correspondence dated 1/25/12 all improvements on north side of Folsom between La Loma and Paseo shall be deleted per revised plan sheets L-6, L-7, L-8, PD-6, PD-7, PD-8, E-3, E-4, E-13 thru E-18.

Bid Item Quantity Decrease at Unit Prices

Item 1	BI#18 Roadway Excavation..... -882 CY x \$34.70/CY = -\$30,605.40 BI#22 Aggregate Base..... -451 CY x \$64.80/CY = -\$29,224.80 BI#27 PCC Sidewalk..... -9,692 SF x \$3.60/SF = -\$34,891.20 BI#28 PCC Curb Ramps..... -1 EA x \$800/EA = -\$800.00 BI#29 Detectable Warning Surface..... -1 EA x \$270/EA = -\$270.00 BI#32 PCC Curb and Gutter..... -677 LF x \$17/LF = -\$11,509.00 BI#44 Drop Inlet (Type B)..... -5 EA x \$1,800/EA = -\$9,000.00 BI#56 Imported Top Soil..... -70 CY x \$28.60/CY = -\$2,002.00 BI#57 Soil Preparation..... -936 SF x \$0.32/SF = -\$299.52 BI#58 Root Control Barriers..... -624 LF x \$10.60/LF = -\$6,614.40 BI#60 Trees (36" Box)..... -26 EA x \$868.00/EA = -\$22,568.00 BI#66 6'x6' Tree Grates..... -26 EA x \$2,090.00/EA = -\$54,340.00	DECREASE:	\$202,124.32
Item 2	<u>Decrease at Agreed Lump Sum</u> Signal and Lighting (Folsom Blvd mid Block Signal)..... -\$7,714.00	DECREASE:	\$7,714.00

Total Cost of Change: -\$209,838.32

Contract Summation:

Original Contract:	\$4,262,774.35	Total Change Orders:	\$71,518.46	New Contract Cost Total:	\$4,334,292.81
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By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 02

Submitted
 by:

Bob Bruno

Construction Manager/Resident Engineer
 City of Rancho Cordova

Date:

7/30/12

Recommend
 Approval by:

Alta Stauden

Project Manager
 City of Rancho Cordova

Date:

8-9-12

Approved
 by:

Public Works Director
 City of Rancho Cordova

Date:

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment thereof the prices and time extensions shown above.

Acceptance Date:

July 30, 2012

Contractor:

Dobson & Sons

By:

[Signature]

Title:

Project Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original Contractor
 to: City Clerk

Copies Resident Engineer
 to: City Project Manager
 Project Engineer

 City Manager or Designee
 City of Rancho Cordova

To: **Doug Veerkamp General Engineering (DVGE)**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

In accordance with City's correspondence dated April 27, 2012,
Contractor shall construct u-turn lane and associated median
improvements in accordance with revised plan sheets L-1, PD-1, PD-
2, E-7, E-8.

Adjustment of Compensation at Agreed Lump Sum

Item 1	DVGE – Re-survey, remove median, top soil and place roadway structural section including markup and bond.....	INCREASE:	\$15,255.00
Item 2	Pacific – Electrical Revisions.....	INCREASE:	\$25,756.00
Item 3	Maher – Place median and stamped concrete.....	INCREASE:	\$4,985.00

Total Cost of Change: \$45,996.00

Contract Summation:

Original Contract:	\$4,262,774.35	Total Change Orders:	\$117,514.46	New Contract Cost Total:	\$4,380,288.81
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By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted
by:

[Signature]

Construction Manager/Resident Engineer
City of Rancho Cordova

Date: 7/30/12

Recommend
Approval by:

[Signature]

Project Manager
City of Rancho Cordova

Date: 8-9-12

Approved
by:

[Signature]

Public Works Director
City of Rancho Cordova

Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment thereof the prices and time extensions shown above.

Acceptance Date:

7/30/2012

Contractor:

Doug Veerkamp General Engineering

By:

[Signature]

Title:

Project Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original
to: Contractor
City Clerk

Copies
to: Resident Engineer
City Project Manager
Project Engineer

City Manager or Designee
City of Rancho Cordova

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 04

To: **Doug Veerkamp General Engineering (DVGE)**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

In accordance with City's direction, Contractor performed the following work.

Adjustment of Compensation at Agreed Lump Sum

Item 1	PCO#2 – Storm Drain revisions – In accordance with City correspondence dated 10/5/11, storm drain alignment revised including installation of dual 18-inch pipes to avoid existing utility conflicts. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$13,523.00
Item 2	PCO#3 – Signal Revisions – In accordance with City correspondence dated 10/24/11, Contractor directed to perform signal revisions due to utility conflicts per revised plan sheets E-3, E-4, E-11, E-12, E-15, E-16. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$6,010.00
Item 3	PCO#4 – Conflict with unknown 18" utility. Contractor shall be paid for impacts associated with unknown utility not shown on plans. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$26,451.00
Item 4	PCO#6 – In accordance with Contractor's correspondence date 11/30/11, City agrees to Construction Incentive Change Proposal to eliminate retaining wall, structural excavation/backfill, RSP placement and installation of tubular fence. As such contractor shall accept lump sum amount for this change.	INCREASE:	\$2,686.00
Item 5	PCO#10 – In accordance with City correspondence dated 1/13/12, Contractor encountered unsuitable material in front of O'Reilly's store due to excessive moisture from adjacent irrigation and landscaping and was directed to remove material to depth of 12 inches, place geotextile fabric and replace with aggregate base. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$5,709.00
Item 6	PCO#13 – In accordance with City correspondence dated 1/18/12, Contractor directed to remove additional concrete and grade for ramp construction at northeast corner of Bravado. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$1,380.00
Item 7	PCO#14 – In accordance with City correspondence dated 2/16/12, Contractor directed to install new conduit, conductors and providing temporary generator to complete the work at Routier to switch RT service. This work was not shown on the plans. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$7,139.00

Project Name:
**Folsom Phase 3 – Streetscape
 Improvement Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 04

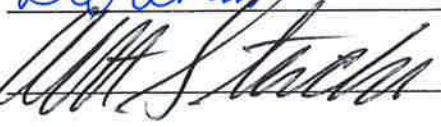
Item 8	PCO#15 – In accordance with City correspondence dated 2/16/12, Contractor directed to remove and replace driveway at SMOG USA in order to construct return at northwest La Loma. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$5,681.00
Item 9	PCO#17 – In accordance with City correspondence dated 2/22/12, Contractor directed to remove and replace existing concrete at various locations on north side of Folsom. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$8,006.00
Item 10	PCO#22 – In accordance with City correspondence dated 4/24/12, Contractor directed to install pedestrian push button post, conduit and remove and replace signal foundation at northeast corner of La Loma. In addition, a credit for 4 detection loops not installed at mid-block pedestrian crossing. Payment for this work shall be at the agreed lump sum.	INCREASE:	\$1,584.00

Total Cost of Change: \$78,169.00

Contract Summation:

Original Contract:	\$4,262,774.35	Total Change Orders:	\$195,683.46	New Contract Cost Total:	\$4,458,457.81
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By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted by:		Construction Manager/Resident Engineer City of Rancho Cordova	Date:	<u>7/30/12</u>
Recommend Approval by:		Project Manager City of Rancho Cordova	Date:	<u>8-9-12</u>
Approved by:	_____	Public Works Director City of Rancho Cordova	Date:	_____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment thereof the prices and time extensions shown above.

Acceptance Date:	<u>July 31, 2012</u>	Contractor:	<u>DOUG WICKLISS G&S Eng.</u>
By:		Title:	<u>PROJECT MANAGER</u>

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: Contractor
 City Clerk
 Copies to: Resident Engineer
 City Project Manager
 Project Engineer

 City Manager or Designee
 City of Rancho Cordova

Project Name:
**Folsom Phase 3 –
 Streetscape Improvement
 Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 05

Sheet 1 of 1
 City Contract No. 87-2011

To: **Doug Veerkamp General Engineering (DVGE)**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

BALANCING CHANGE ORDER

DECREASE: \$91,474.10

Adjustment to Bid Item Quantities

The following Bid Items shown on Attachment 1 have been adjusted to reflect actual quantities measured in the field.

Total Cost of Change: -\$91,474.10

Contract Summation:

Original Contract	\$4,262,774.35	Total Change Orders:	\$104,209.36	New Contract Cost Total:	\$4,366,983.71
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By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted
by:

Bob L. Kump

Construction Manager/Resident Engineer
City of Rancho Cordova

Date: 8-9-12

Recommend
Approval by:

WA [Signature]

Project Manager
City of Rancho Cordova

Date: 8.9.12

Approved
by:

[Signature]

Public Works Director
City of Rancho Cordova

Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment thereof the prices and time extensions shown above.

Acceptance Date: AUGUST 9, 2012

Contractor: DOUG VEERKAMP GENERAL ENG.

By: *[Signature]*

Title: PROJECT MANAGER

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original Contractor
to: City Clerk

Copies Resident Engineer
to: City Project Manager
Project Engineer

 City Manager or Designee
 City of Rancho Cordova

CHANGE ORDER NO. 5 - ATTACHMENT 1

ITEM NO.	ACTIVITY DESCRIPTION	BID QUANTITY	UNIT	CCO#2 Quantity Decrease	REVISED BID QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT PRICE	AMOUNT
06	Remove Traffic Stripe	17,955	LF		17,955	8,282	(9,673)	\$0.30	(\$2,901.90)
07	Remove Pavement Marking	2,380	SF		2,380	15	(2,365)	\$1.30	(\$3,074.50)
08	Remove Roadside Sign	11	EA		11	0	(11)	\$37.00	(\$407.00)
09	Reset Roadsign Sign	5	EA		5	2	(3)	\$205.00	(\$615.00)
10	Relocate Roadside Sign	16	EA		16	12	(4)	\$205.00	(\$820.00)
11	Replace Sign Panel (Roadside Sign)	3	EA		3	1	(2)	\$130.00	(\$260.00)
12	Structure Concrete (Retaining Wall)	4	CY		4	0	(4)	\$1,700.00	(\$6,800.00)
15	Remove Tree	48	EA		48	51	3	\$430.00	\$1,290.00
17	Remove Concrete (Pavement Section)	18,675	SF		18,675	17,363	(1,312)	\$2.40	(\$3,148.80)
18	Roadway Excavation	4,970	CY	(882)	4,088	4,088	0	\$34.70	\$0.00
19	Structural Excavation	12	CY		12	0	(12)	\$50.70	(\$608.40)
20	Structural Backfill	10	CY		10	0	(10)	\$150.00	(\$1,500.00)
21	Concreted Rock Slope Protection	2	CY		2	0	(2)	\$340.00	(\$680.00)
22	Aggregate Base	1,880	CY	(451)	1,429	1,429	0	\$64.80	\$0.00
25	Install Roadside Sign	11	EA		11	11	0	\$237.00	\$0.00
26	PCC Driveway	230	SF		230	346	116	\$5.00	\$580.00
27	PCC Sidewalk	37,700	SF	(9,692)	28,008	23,098	(4,910)	\$3.60	(\$17,676.00)
28	PCC Curb Ramps	25	EA	(1)	24	23	(1)	\$800.00	(\$800.00)
29	Detectable Warning Surface	33	EA	(1)	32	30	(2)	\$270.00	(\$540.00)
30	Mounted)	60	SF		60	84	24	\$41.10	\$986.40
31	Detectable Directional Strip	120	LF		120	149	29	\$43.30	\$1,255.70
32	PCC Curb and Gutter (Type 2)	4,170	LF	(677)	3,493	3,314	(179)	\$17.00	(\$3,043.00)
33	Reinforced PCC Curb and Gutter (Type 2)	400	LF		400	200	(200)	\$27.60	(\$5,520.00)
34	PCC Curb (Type 3)	390	LF		390	455	65	\$17.10	\$1,111.50
35	PCC Curb (Type 3 Mod)	50	LF		50	103	53	\$58.80	\$3,116.40
36	PCC Curb (Type 4)	7,360	LF		7,360	7,396	36	\$9.20	\$331.20
37	PCC Curb (Type 5)	120	LF		120	170	50	\$19.40	\$970.00
38	Object Marker	10	EA		10	14	4	\$79.50	\$318.00
39	Thermoplastic Traffic Stripe	16,600	LF		16,600	17,410	810	\$0.60	\$486.00
40	Thermoplastic Pavement Markings	2,700	SF		2,700	3,464	764	\$4.20	\$3,208.80
41	Pavement Markers	400	EA		400	490	90	\$3.20	\$288.00
42	Adjust Utility Manhole to Grade	2	EA		2	1	(1)	\$420.00	(\$420.00)
44	Drop Inlet (Type B)	15	EA	(5)	10	11	1	\$1,800.00	\$1,800.00
45	Storm Drain Manhole	16	EA		16	15	(1)	\$4,700.00	(\$4,700.00)
46	Concrete Cap	295	LF		295	15	(280)	\$32.40	(\$9,072.00)
48	Storm Drain Pipe, 18" RCP	1,000	EA		1,000	860	(140)	\$112.00	(\$15,680.00)
49	Storm Drain Pipe, 24" RCP	2,520	EA		2,520	2,450	(70)	\$128.00	(\$8,960.00)
51	CSP Pipe Arch, 29"x42"	88	LF		88	108	20	\$85.00	\$1,700.00
52	4' Decorative Tubular Steel Fence	460	LF		460	438	(22)	\$77.60	(\$1,707.20)
54	44" Median Fences	744	LF		744	756	12	\$75.30	\$903.60
55	Stamped Colored Concrete Median	10,200	SF		10,200	8,393	(1,807)	\$10.50	(\$18,973.50)
56	Imported Top Soil	1,883	CY	(70)	1,813	1,813	0	\$28.60	\$0.00
57	Soil Preparation	25,420	SF	(936)	24,484	24,484	0	\$0.32	\$0.00
58	Root Control Barriers	1,960	LF	(624)	1,336	1,712	376	\$10.60	\$3,985.60
60	Trees (36" Box)	59	EA	(26)	33	30	(3)	\$868.00	(\$2,604.00)
62	Trees (15 gallon)	76	EA		76	58	(18)	\$100.00	(\$1,800.00)
63	Shrub/Groundcover (5 gallon)	914	EA		914	1,196	282	\$19.00	\$5,358.00
64	Groundcover (1 gallon)	106	EA		106	162	56	\$9.50	\$532.00
65	Mulch (3" depth)	235	CY		235	225	(10)	\$48.40	(\$484.00)
66	Tree Grates	26	EA	(26)	0	0	0	\$2,090.00	\$0.00
68	Backflow Preventer (2") and Enclosure	4	EA		4	3	(1)	\$6,900.00	(\$6,900.00)
TOTAL									(\$91,474.10)

MEMORANDUM

DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD CONTRACT AMENDMENT WITH MCE CORPORATION NOT TO EXCEED THE AMOUNT OF \$270,000 ANNUALLY FOR CONTRACT MAINTENANCE WORKERS AND PUBLIC WORKS AFTER HOURS CALL SERVICES**



RECOMMENDATION

Adopt Resolution No. 81-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the Public Works Department to continue to contract with MCE Corporation for three maintenance workers to perform routine maintenance within the City limits and to provide after hours call services. This third amendment will increase the annual amount from \$200,000 to \$270,000.

ADVANCES GOALS 1, 2, and 5

BACKGROUND

The City has contracted with MCE Corporation for maintenance workers to respond to emergencies and minor maintenance activities such as graffiti removal, sign replacement and filling potholes. This approach has proved to be more cost effective and responsive to the needs of the community. The Public Works Department has noticed a significant improvement in response time and a reduction in phone calls due to the proactive work performed by our maintenance worker. In response to the Growing Strong Neighborhoods effort, the City has increased the number of contract maintenance workers to focus on removing illegal signs, graffiti, weeds, litter, and other blight in the public right of way. Therefore, the Public Works Department recommends increasing the contract with MCE Corporation for additional staffing and for Public Works after hours call services.

The funding for these contract services is included in the budget for the Public Works Department.

ATTACHMENT

Resolution No. 81-2012 including **Exhibit A** – Contract No. 136-2009-3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 81-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT WITH MCE
CORPORATION NOT TO EXCEED THE AMOUNT OF \$250,000 ANNUALLY FOR
CONTRACT MAINTENANCE WORKERS AND PUBLIC WORKS AFTER HOURS CALL
SERVICES**

WHEREAS, the City has contracted with MCE Corporation for maintenance workers to respond to emergencies and minor maintenance activities such as graffiti removal, sign replacement and filling potholes, and

WHEREAS, this approach has proved to be cost effective and more responsive to the needs of the community, and

WHEREAS, the Public Works Department has noticed a significant improvement in response time and a reduction in phone calls due to the proactive work performed by the maintenance workers, and

WHEREAS, in response to the Growing Strong Neighborhoods effort, the City has increased the number of contract maintenance workers to focus on removing illegal signs, graffiti, weeds, litter, and other blight in the public right of way; and

WHEREAS, this amendment will increase the annual amount from \$200,000 to \$270,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a third amendment (Contract No. 136-2009-3) with MCE Corporation (**Exhibit A**), in a form approved by the City Attorney. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND MCE CORPORATION**

This Third Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and MCE Corporation ("Contractor") as of July 2, 2012. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated November 7, 2010 for the purpose of providing contract maintenance workers; and

WHEREAS, the parties amended the original contract on June 7, 2010 to extend the contract for up to five year to allow the City to continue to use our contract maintenance workers for routine maintenance activities; and

WHEREAS, the parties executed a second amendment on May 16, 2011 to increase the annual cost to the contract maintenance worker contract to \$200,000 annually for a second contract maintenance worker for routine maintenance activities and to use MCE as the Public Works after hours call center; and

WHEREAS, this Amendment will increase the annual cost to the contract maintenance worker contract to \$270,000 annually for a third contract maintenance worker for routine maintenance activities and to use MCE as the Public Works after hours call center; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed \$200,000 per fiscal year. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed Two Hundred Seventy Thousand Dollars (\$270,000) per fiscal year, notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. All other terms and conditions in the CSA shall remain in full force and effect to the extend they are not in conflict with this Amendment.

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

CONTRACT NO. 136-2009-3

CITY OF RANCHO CORDOVA

CONTRACTOR

Ted A. Gaebler, City Manager

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____


Stan Smalley, PresidentDate: 7/2/2012

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator

SUBJECT: **A RESOLUTION MAKING MINOR MODIFICATION TO RESOLUTION NO. 107-2011 ADOPTED NOVEMBER 21, 2011 AUTHORIZING APPLICATION FOR CALHOME GRANT FUNDS TO SUPPORT THE REHAB-O PROGRAM**

RECOMMENDATION

Adopt Resolution No. 82-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution responds to a new State requirement and will permit completion of contract agreements for the CalHOME grant through the California State Housing and Community Development Department. This resolution modifies previously adopted resolution No. 107-2011 by adding the identification of the City Manager to be Ted Gaebler and that he be the designated official to sign the State of California's Standard Agreement 213 and any amendments thereto for the recently awarded CalHOME grant.

ADVANCES GOALS: 1, 2, 3, and 5.

BACKGROUND

Subsequent to the adoption of Resolution No. 107-2011 on November 21, 2011, the City received instruction from the State of California that the City must amend its original authorization resolution to specifically identify its City manager by name and to authorize him specifically to sign the Standard Agreement and any Amendments thereto.

The City won an award of \$720,000.00 in CalHOME grant funds to fund the City's REHAB-O program. The REHAB-O program is a low interest home rehabilitation loan program that helps low- and moderate-income residents to update their homes to meet health and safety codes and to make improvements for ADA accessibility. The City expects to make approximately 4 loans a year for the next 3 years, and has contracted with Willdan Engineering to manage the REHAB-O program.

ATTACHMENT

Resolution No. 82-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 82-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
MAKING MINOR MODIFICATION TO RESOLUTION NO. 107-2011 AUTHORIZING
APPLICATION FOR CALHOME GRANT FUNDS TO SUPPORT THE
REHAB-O PROGRAM**

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate CalHOME grant funds made available from the Housing and Emergency Shelter Act of 2006. CalHOME funds are to be used for the purposes set forth in Section 50843.5 of the Health and Safety Code and any implementing regulations developed by the Department; and

WHEREAS, on October 3, 2011, the Department issued a Notice of Funding Availability announcing the availability of funds under the CalHOME program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code; and

WHEREAS, on November 21, 2011, in response to the NOFA, the City of Rancho Cordova, a subdivision of the State of California, adopted resolution No. 107-2011 which authorized submittal of a CalHOME application to the Department; and

WHEREAS, the State of California awarded the City \$720,000.00 in CalHOME grant funds for the City's REHAB-O project; and

WHEREAS, the State of California has requested a minor modification to the language of Resolution No. 107-2011.

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

The applicant authorizes the City Manager, Ted Gaebler, to execute, in the name of the applicant, the State of California's Standard Agreement and any Amendments thereto.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

The undersigned City Clerk of the applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

ATTEST:

Mindy Cuppy, CMC, City Clerk
1864184.1

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH STRICKER CATO MURPHY ARCHITECTS, P.S. FOR THE PROVISION OF ARCHITECTURAL SERVICES NEEDED FOR THE HORIZONS @ NEW RANCHO SENIOR HOUSING PROJECT**

RECOMMENDATION

Adopt Resolution No. 83-2012, amending contract 55-2012 from \$86,000.00 to \$242, 427.00.

RESULT OF RECOMMENDED ACTION

Stricker Cato Murphy Architects, P.S. (SCMA) are providing architectural services for the design and construction of Horizons at New Rancho, a new construction, 48-unit affordable senior rental housing project. Adoption of the amended contract will allow the City to include the sub-consultants, under the existing Architectural contract, and will include an assignment mechanism that will transfer the Architect's contract to Urban Housing Communities upon execution of a Development Disposition Agreement.

ADVANCES GOALS: 1, 2, and 6

BACKGROUND

Adoption of the amended contract will allow the City to require that all the sub-consultants, such as civil and structural engineers, mechanical, electrical, and plumbing, and fire sprinkler engineers be included in the Stricker Cato Murphy Architects, P.S. (SCMA) contract. Besides the obvious efficiencies of a single contract, this inclusion will ensure that all of the required Federal and State grant language will be passed down to all applicable contractors, sub-contractors, and sub-consultants involved in the design process. The amended contract will also include an assignment clause in the Architect's contract that will transfer the Architect's contract to Urban Housing Communities upon execution of a Development Disposition Agreement with the City.

The design of the Horizons at New Rancho will be required to compliment the high level of quality and attractiveness seen in the Crossings project. This requirement is more easily enforced when dealing with a single responsible entity. SCMA will coordinate the design phase, construction document phase, building permit phase, bidding phase, and

construction administration phase of the project. Please refer to **Attachment 2** to view **Contract 55-2012**.

Adoption of Resolution 83-2012 allowing the City Manager to amend the professional services agreement with SCMA to provide the necessary architectural, engineering, design, and supervision services for the Horizons at New Rancho project. It will also allow for the Architectural contract with SCMA to be assigned to the City's development partner, Urban Housing Communities (UHC), upon execution of a Development Disposition Agreement (DDA).

ATTACHMENTS

1. Contract 55-2012
2. Resolution No. 83-2012 including **Exhibit A** Amended Contract 55-2012-1

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.

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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

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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.

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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:

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- 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

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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

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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.

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- 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;

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- 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

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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.*

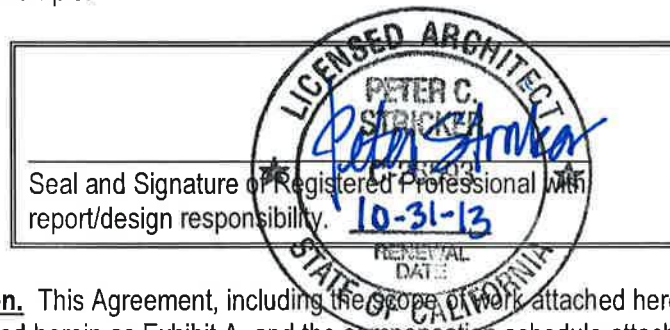
Architect shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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.

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- 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.

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~~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.

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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

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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

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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

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**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

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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

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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

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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.

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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.

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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

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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
1/2 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
12-14-12

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 83-2012

**A RESOLUTION OF THE CITY COUNCIL TO THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH STRICKER CATO MURPHY ARCHITECTS, P.S. FOR THE PROVISION
OF ARCHITECTURAL SERVICES NEEDED FOR THE HORIZONS AT NEW RANCHO
SENIOR HOUSING PROJECT**

WHEREAS, the City of Rancho Cordova would like to amend the professional services agreement with Stricker Cato Murphy Architects, P.S. (SCMA) for architectural services, to include the management of engineering and design services, and to include contract assignment language for the Horizons at New Rancho Senior Housing Project; and

WHEREAS, the services will be contracted for in an amount not to exceed \$242,427.00; and

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

WHEREAS, execution of a 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 at New Rancho project.

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

The Council authorizes the City Manager to amend the contract with Stricker Cato Murphy Architects, P.S. (**Exhibit A**) in a form approved by the City.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTACHMENT 2

The undersigned City Clerk of the applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

ATTEST:

Mindy Cuppy, CMC, City Clerk
1864184.1

**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

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

PROFESSIONAL

Ted A. Gaebler, City Manager

Peter Stricker, SCMA

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Last Revised August 1, 2012

Approved as to Form:

Adam Lindgren, City Attorney

Date:_____

1208092.2

Last Revised August 1, 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 understand 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

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



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

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:

- o Design of incidental elements, such as: canopies, signage and their supports, site-applied decks, suspended ceiling systems and their anchorage,
- o 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.
- o Written specifications – aside from those given in the drawings as General Structural Notes;
- o Design of construction means and methods; and design of temporary shoring systems.
- o 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
o 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.	
o Construction Administration services includes:	
▪ Reviewing shop drawings	
▪ Providing clarifications of design intent	
o 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

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

Snicker 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 this 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.

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

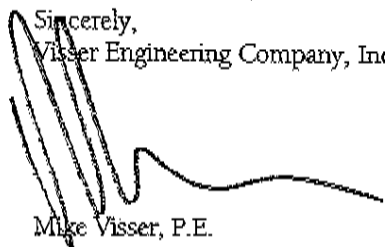
June 22, 2012

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
Portland, OR 97204

Phone: (503) 222-2044
Fax: (503) 222-9924



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

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.

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



WARREN CONSULTING ENGINEERS, INC.

July 6, 2012

email:peters@scm-arch.com

1117 Windfield Way
 Suite 110

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

El Dorado Hills
 California

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

Dear Peter,

95762

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.

Phone
 (916) 985-1870

2. DESIGN PHASE

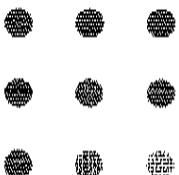
- A. Prepare preliminary grading and utility plans.
- B. Attend design team meetings.
- C. Prepare preliminary cost estimate.
- D. Prepare landscape and irrigation plan.

fax
 (916) 985-1877

E-mail
 wce@wceinc.com

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.



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

2/0

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
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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

July 6, 2012

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

Page 3

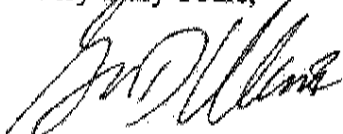
Items not included in this proposal are:

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: _____

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.

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.

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: _____



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.

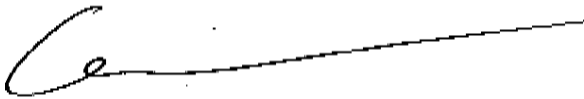
HORIZONS @ NEW RANCHO

- 2 -

JULY 6, 2012

Sincerely,

CAPITOL UTILITY SPECIALISTS, INC.



Gary Krause
President

ACCEPTED

Signature _____

Printed Name _____

Title _____

Date _____

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 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

- 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.

- 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	\$2,400
Total Estimated Fees	\$22,775*

* Not to exceed without written authorization

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

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.

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.

1/2

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

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.

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.

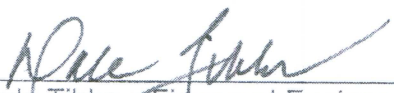
The following items will be required as soon as possible if we want to even have a chance to make the August 14th deadline. Any changes or incomplete plans may cause delays.

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:

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

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

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: _____

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

Last Revised August 1, 2012

ORDINANCE NO. 15-2012

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING SECTION 4.22.020(C) AND SECTION 4.22.115(B) OF CHAPTER 4.22
“CARDROOMS” OF THE RANCHO CORDOVA MUNICIPAL CODE RELATING TO
THE LOCATION OF CARDROOMS WITHIN THE CITY**

RECITALS

WHEREAS, the operators of the two licensed cardrooms in the City of Rancho Cordova have approached the City and requested that Section 4.22.020(C) and Section 4.22.115(B) of Chapter 4.22 of the Rancho Cordova Municipal Code entitled, “Cardrooms” be repealed in order to allow the cardrooms to apply to both the State and City for licenses to locate both cardrooms in a single structure and location; and

WHEREAS, adopting this Ordinance in no way obligates the City to approve any future application to allow two cardrooms to operate in a single structure or at a single location.

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

SECTION 1. Subsection (C) of Section 4.22.020 entitled, “Number of licenses limited” of Chapter 4.22 “Cardrooms” is hereby repealed in its entirety.

SECTION 2. Subsection (B) of Section 4.22.115 entitled, “Equipment – Separation” of Chapter 4.22 “Cardrooms” is hereby repealed in its entirety.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Chapter. The City Council of the City of Rancho Cordova hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

SECTION 4. Effective Date. Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED, by the City Council of the City of Rancho Cordova this ____ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

1883290.2

NO STAFF REPORT INCLUDED

PRESENTATION TO BE PRESENTED AT THE COUNCIL MEETING

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members and
Successor Agency Board Members

FROM: Adam Lindgren, City Attorney
Micah Runner, Economic Development Manager

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ACKNOWLEDGING THE SEPARATE LEGAL EXISTENCE OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY; AND RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA DESIGNATING OFFICERS AND ADOPTING ADMINISTRATIVE AND OPERATING PROCEDURES

RECOMMENDATION

That Council:

- a) Adopt City Council Resolution No. 84-2012; and
- b) Adopt Successor Agency Resolution No. SA 6-2012.

RESULT OF RECOMMENDED ACTION

Assembly Bill 1484 slightly modified the legal status of the Successor Agency. It is therefore advisable to adopt these Resolutions indicating that the Successor Agency is a separate legal entity from the City, and that City staff and Council Members are authorized to serve in their designated capacities for the Successor Agency.

ADVANCES GOAL: 5

BACKGROUND

The California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 ("ABx1 26"). Pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012.

ABx1 26 provided that a city or county that formed a redevelopment agency would serve as the successor agency to the dissolved redevelopment agency, unless the Sponsoring Jurisdiction affirmatively elected not to fill that role. On January 10, 2012 the City Council elected to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova.

Assembly Bill 1484 modified ABx1 26 by adding language to clarify that each successor agency is a separate public entity from the public agency that provides for its governance. Pursuant to Assembly bill 1484, the City of Rancho Cordova wishes to acknowledge the existence of the Successor Agency to the Agency as an entity separate and distinct from the City.

As the Successor Agency to the Community Redevelopment Agency it is necessary to designate officers and adopt administrative and operating procedures. By the attached Resolution the Successor Agency adopts the following:

1. Acknowledges that by operation of law, upon dissolution of the Agency, ownership and control of all Agency assets and liabilities, including without limitation, all properties, contracts, agreements, books and records, real property, personal property, equipment, cash and cash equivalents, and receivables of the former Agency (other than housing assets that transferred to the City as housing successor pursuant to Health and Safety Code Section 34176) were transferred to the Successor Agency.
2. Affirms the validity of all actions previously taken by the Successor Agency.
3. Acknowledges that the members of the City Council of the City of Rancho Cordova have been acting, and shall continue to act, as the governing board of the Successor Agency.
4. Resolves that the officers of the Successor Agency shall be a Chair, Vice-Chair an Executive Director, a Secretary, and a Treasurer.
5. Resolves that the Chair of the Successor Agency shall be the Mayor of the City of Rancho Cordova.
6. Resolves that the Vice-Chair of the Successor Agency shall be the Vice-Mayor of the City of Rancho Cordova.
7. Resolves that, subject to agreement with the City, the Executive Director shall be the City Manager of the City, who shall submit such recommendations and information to the Successor Agency governing board as necessary and proper concerning the business, affairs, and policies of the Successor Agency and who shall have control and responsibility for the execution of the Successor Agency's policies, the administration of its affairs, and the fulfillment of such other duties as from time to time the Successor Agency governing board may impose.
8. Resolves that the Executive Director or his or her designee shall have the authority to execute all contracts and documents on behalf of the Successor Agency upon prior authorization of the Successor Agency's governing board if required, and if applicable, upon the prior authorization of the Oversight Board established pursuant to ABx1 26.

9. Resolves that, subject to agreement with the City, the Secretary shall be the Clerk of the City, who shall keep the records of the Successor Agency and shall perform such other duties as from time to time the Successor Agency may impose on the Secretary.
10. Resolves that, subject to agreement with the City, the Treasurer shall be the Finance Director of the City, who shall be responsible for ascertaining that all funds of the Successor Agency are deposited in the name of the Successor Agency in such bank or banks, or in such internal account or accounts, as the Successor Agency may select, shall sign all checks issued by the Successor Agency, and shall perform such other duties as from time to time the Successor Agency may impose on the Treasurer.
11. Resolves that the Successor Agency and its governing board and officers shall follow the same rules and procedures for Successor Agency administrative activities and operations, including rules related to contracting, personnel, fund management, legislative action, open meetings, public records, and conflicts of interest as those followed by the City of Rancho Cordova, as set forth in applicable codes, resolutions, ordinances, administrative instructions, and regulations, except and to the extent that state or federal law provide for different rules or procedures.
12. Authorizes the Executive Director and designees to undertake all actions necessary with respect to the establishment and operation of the Successor Agency consistent with the intent of this Resolution.
13. Establishes the 1st and 3rd Monday, at 7:00 p.m., in Council Chambers, as its regular meeting date and location., If that regular meeting date falls on a holiday, the meeting shall be held on the first or third Tuesday.
- 14.

ATTACHMENT(S)

1. City Council Resolution XXX
2. Successor Agency Resolution XXX

1953283.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 84-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ACKNOWLEDGING THE SEPARATE LEGAL EXISTENCE OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 provide that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency, unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) elected to “serve as” the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

WHEREAS, California Health and Safety Code Section 34173(g) as added by Assembly Bill 1484 states that “(t)he liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity”, which language reinforces Section 34173(e) added by ABx1 26 that says the “liability of any successor agency . . . shall be limited to the extent of the total sum of property tax revenues it receives . . . and to the value of assets transferred to it as successor agency.”

WHEREAS, pursuant to Assembly bill 1484, the City of Rancho Cordova wishes to acknowledge the existence of the Successor Agency to the Agency as an entity separate and distinct from the City.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Rancho Cordova that it hereby:

1. Separate Public Entity. Pursuant to California Health and Safety Code Sections 34171(j) and 34173, acknowledges the successor agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Successor Agency”) as a separate public entity distinct from the City.

ATTACHMENT 1

2. Governing Board. Acknowledges that the members of the City Council of the City of Rancho Cordova have been acting, and shall continue to act, as the governing board of the Successor Agency.

3. Successor Agency Assets and Liabilities. Acknowledges that by operation of law, upon dissolution of the Agency, ownership and control of all Agency assets and liabilities, including without limitation, all properties, contracts, agreements, books and records, real property, personal property, equipment, cash and cash equivalents, and receivables of the former Agency (other than housing assets that transferred to the City as housing successor pursuant to Health and Safety Code Section 34176) were transferred to the Successor Agency.

4. Support for Successor Agency. Resolves that, subject to further agreement, the City shall support and cooperate with the Successor Agency with respect to use of City personnel, facilities and other resources to support the Successor Agency's governance and operations.

5. Authority for City Manager. Authorizes the City Manager to consider and, in his reasonable discretion, grant requests for waivers of conflicts of interest with respect to legal representation provided to the City and the Successor Agency.

6. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

1953300.1

ATTACHMENT 2

**SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)
OF THE CITY OF RANCHO CORDOVA**

RESOLUTION NO. SA-6-2012

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF RANCHO CORDOVA DESIGNATING OFFICERS AND
ADOPTING ADMINISTRATIVE AND OPERATING PROCEDURES**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova that it hereby:

1. Successor Agency Assets and Liabilities. Acknowledges that by operation of law, upon dissolution of the Agency, ownership and control of all Agency assets and liabilities, including without limitation, all properties, contracts, agreements, books and records, real property, personal property, equipment, cash and cash equivalents, and receivables of the former Agency (other than housing assets that transferred to the City as housing successor pursuant to Health and Safety Code Section 34176) were transferred to the Successor Agency.

2. Affirming Previous Actions. Affirms the validity of all actions previously taken by the Successor Agency.

3. Governing Board. Acknowledges that the members of the City Council of the City of Rancho Cordova have been acting, and shall continue to act, as the governing board of the Successor Agency.

ATTACHMENT 2

4. Officers of Successor Agency. Resolves that the officers of the Successor Agency shall be a Chair, Vice-Chair an Executive Director, a Secretary, and a Treasurer.

5. Chair. Resolves that the Chair of the Successor Agency shall be the Mayor of the City of Rancho Cordova.

6. Vice-Chair. Resolves that the Vice-Chair of the Successor Agency shall be the Vice-Mayor of the City of Rancho Cordova.

7. Executive Director. Resolves that, subject to agreement with the City, the Executive Director shall be the City Manager of the City, who shall submit such recommendations and information to the Successor Agency governing board as necessary and proper concerning the business, affairs, and policies of the Successor Agency and who shall have control and responsibility for the execution of the Successor Agency's policies, the administration of its affairs, and the fulfillment of such other duties as from time to time the Successor Agency governing board may impose.

8. Execution of Contracts. Resolves that the Executive Director or his or her designee shall have the authority to execute all contracts and documents on behalf of the Successor Agency upon prior authorization of the Successor Agency's governing board if required, and if applicable, upon the prior authorization of the Oversight Board established pursuant to ABx1 26.

9. Secretary. Resolves that, subject to agreement with the City, the Secretary shall be the Clerk of the City, who shall keep the records of the Successor Agency and shall perform such other duties as from time to time the Successor Agency may impose on the Secretary.

10. Treasurer. Resolves that, subject to agreement with the City, the Treasurer shall be the Finance Director of the City, who shall be responsible for ascertaining that all funds of the Successor Agency are deposited in the name of the Successor Agency in such bank or banks, or in such internal account or accounts, as the Successor Agency may select, shall sign all checks issued by the Successor Agency, and shall perform such other duties as from time to time the Successor Agency may impose on the Treasurer.

11. Rules and Procedures. Resolves that the Successor Agency and its governing board and officers shall follow the same rules and procedures for Successor Agency administrative activities and operations, including rules related to contracting, personnel, fund management, legislative action, open meetings, public records, and conflicts of interest as those followed by the City of Rancho Cordova, as set forth in applicable codes, resolutions, ordinances, administrative instructions, and regulations, except and to the extent that state or federal law provide for different rules or procedures.

12. Necessary Actions. Authorizes the Executive Director and designees to undertake all actions necessary with respect to the establishment and operation of the Successor Agency consistent with the intent of this Resolution.

13. Regular Meeting Date and Time. In compliance with the Brown Act, the Successor Agency must establish a schedule, time and place for regular meetings. The Successor Agency hereby establishes the 1st and 3rd Monday of each month as its regular meeting date, and the meeting shall be held at 7:00 p.m. in the City of Rancho Cordova Council

ATTACHMENT 2

Chambers, 2729 Prospect Park Drive, Rancho Cordova, California. Should that regular meeting date fall on a holiday, the meeting shall be held on the 1st or 3rd Tuesday of the month.

14. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED by the Board Members of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Agency Chair

ATTEST:

Mindy Cuppy, CMC, Agency Secretary

1953294.1

MEMORANDUM



DATE: August 20, 2012

TO: Honorable Mayor and Council Members and
Successor Agency Board Members

FROM: Donna Silva, Finance Director
Micah Runner, Economic Development Manager

**SUBJECT: RESOLUTIONS OF THE CITY OF RANCHO CORDOVA AND THE
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A
LOAN AGREEMENT BETWEEN THE TWO ENTITIES**

RECOMMENDATION

That Council:

- a) Adopt Resolution No. 85-2012; and
- b) Adopt Successor Agency Resolution SA-7-2012.

RESULT OF RECOMMENDED ACTION

Adoption of these resolutions will allow the City of Rancho Cordova to be reimbursed for money loaned to the Successor Agency for current administrative expenses.

ADVANCES GOAL: 5

BACKGROUND

The California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 ("ABx1 26"). Pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012.

On January 10, 2012 the City Council elected to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova.

Assembly Bill 1484 authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city's discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

The loan is in the amount of the budgeted staff, legal and auditing costs identified in the current ROPS, \$221,375. The loan is due and payable in one lump sum on June 30,

2013. Administrative expenses to date have been paid with available funds on hand in the former Redevelopment Agency. It is expected that this loan will be drawn upon beginning in the 2012-13 fiscal year.

ATTACHMENTS

1. Resolution No. 85-2012 including **Exhibit A** Loan Agreement
2. Successor Agency Resolution SA-7-2012 including **Exhibit A** Loan Agreement

1953338.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 85-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A LOAN AGREEMENT WITH THE SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

WHEREAS, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City of Rancho Cordova that it hereby approves the Loan Agreement (**Exhibit A**) with the Successor Agency of the Community Redevelopment Agency, and authorizes a promissory note in a form acceptable to the City Finance Director and City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

ATTACHMENT 1**AYES:****NOES:****ABSENT:****ABSTAIN:**

David M. Sander, Mayor**ATTEST:**

Mindy Cuppy, CMC, City Clerk

1953307.1

EXHIBIT 1A

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of August 21, 2012 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the City would have no ability to and could not serve as Successor Entity.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City the sum of \$221,375 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by a promissory note (the “**Note**”) which shall be dated as of the Effective Date and executed by Agency substantially in the form attached hereto as Exhibit A.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on June 30, 2013 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

EXHIBIT 1A

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

EXHIBIT 1A

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

RANCHO CORDOVA SUCCESSOR AGENCY

By: _____
Executive Director

Attest: _____
Agency Secretary

Approved as to form:

Agency Counsel

CITY OF RANCHO CORDOVA

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

City Attorney

1951968.2

ATTACHMENT 2

**SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)
OF THE CITY OF RANCHO CORDOVA**

RESOLUTION NO. SA-7-2012

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A LOAN AGREEMENT WITH
THE CITY OF RANCHO CORDOVA**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

WHEREAS, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova that it hereby approves the Loan Agreement (**Exhibit A**) with the City of Rancho Cordova, and authorizes a promissory note in a form acceptable to the Successor Agency Treasurer.

PASSED AND ADOPTED by the Board Members of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

ATTACHMENT 2**AYES:****NOES:****ABSENT:****ABSTAIN:**

David M. Sander, Agency Chair**ATTEST:**

Mindy Cuppy, CMC, Agency Secretary
1953308.1

EXHIBIT 1A

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of August 21, 2012 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the City would have no ability to and could not serve as Successor Entity.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City the sum of \$221,375 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by a promissory note (the “**Note**”) which shall be dated as of the Effective Date and executed by Agency substantially in the form attached hereto as Exhibit A.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on June 30, 2013 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

EXHIBIT 1A

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

EXHIBIT 1A

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

RANCHO CORDOVA SUCCESSOR AGENCY

By: _____
Executive Director

Attest: _____
Agency Secretary

Approved as to form:

Agency Counsel

CITY OF RANCHO CORDOVA

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

City Attorney

1951968.2

Successor Agency

to the Community Redevelopment Agency (CRA) of the City of Rancho Cordova

MEMORANDUM

DATE: August 20, 2012

TO: Rancho Cordova Successor Agency Director and Members

FROM: Donna Silva, Finance Director

**SUBJECT: RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY
APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND
ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2013**

RECOMMENDATION

Adopt Resolution No. SA-8-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on the Recognized Obligation Payment Schedule and establishes the administrative budget for the six month period; to the extent funds are available.

ADVANCES GOAL: 6.

BACKGROUND

Assembly Bill 1x 26 (Stats. 2011, chap.5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012. Also on this date, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency were transferred to the Rancho Cordova Successor Agency (the "Rancho Cordova SA").

The Rancho Cordova SA is required by Section 34177(l) of the Dissolution Act to adopt a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period. The ROPS functions as the Rancho Cordova SA's claim for tax increment, and general

authorization, to pay enforceable obligations. It lists the outstanding obligations of the former Redevelopment Agency, the amount that will be due during the six-month reporting period along with the funding source for each obligation. The Rancho Cordova SA can only pay, and will only be allocated tax increment by the County Auditor-Controller (the "County AC") for payments of, obligations listed on the ROPS.

Assembly Bill 1484 made certain adjustments and additions to the Dissolution Act procedure for the adoption of a ROPS. New subdivision (m) for Section 34177 states that the Rancho Cordova SA must submit the ROPS for the period of January through June 2013 (the "ROPS III") to the Department of Finance (the "DOF"), after approval by the Oversight Board, no later than September 1, 2012 (since that date is a Saturday and the next Monday is a Holiday, DOF has extended the deadline to September 4, 2012). The DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the ROPS III is submitted.

The ROPS III prepared by the Rancho Cordova SA is attached to the resolution submitted for approval. The ROPS III has been prepared on the new template provided by DOF and includes a reconciliation of the estimated to actual activity for the first ROPS, which covers the period of January 1, 2012 through June 30, 2012.

All of the enforceable obligations listed on the ROPS III have been reported on the first two ROPS with the exception of the following:

- Line Item 17 – The obligation to provide rental assistance to Urban Housing Communities (UHC, Inc.) for the Crossings at New Rancho project has been placed back on the ROPS. This agreement was entered into in December 2010 and an obligation of the Low/Mod Housing Fund. While future funding may not be available for this obligation, the Low/Mod Housing Fund did have a fund balance at January 31, 2012 which should be encumbered for this obligation.
- Line Item 18 – Estimated costs for the Rancho Cordova SA to defend assets and obligations. This cost has been added to the ROPS III in the event the Rancho Cordova SA decides to bring suit against the DOF regarding the City loan.
- Line Item 19 – The repayment of the Loan Agreement between the City of Rancho Cordova (the "City") and the Rancho Cordova SA. This loan was necessary to cover the obligations for administrative and professional services due to the lack of property tax revenue generated within the project area due to assessed values.

Although portions of the City loan have been denied by the DOF on prior ROPS, these items have once again been reported as enforceable obligations on the ROPS III. It is the opinion of both staff and legal counsel that the City loan continues to meet the definition of an enforceable obligation as described in Section 34171(d)(2). While it is likely the DOF will once again deny these items, the Dissolution Act established a meet and confer process §34177(m), which the City must follow before pursuing legal remedies. In order for this process to occur the items need to be listed as a current enforceable obligation on the ROPS III.

In accordance with requirement of the Dissolution Act, the Rancho Cordova SA will submit the adopted ROPS III to the Oversight Board for review and approval, at their August 29, 2012 board meeting. At the same time the ROPS III is submitted to the Oversight Board, a copy will also be provided to the county administrative officer, the County AC, and the DOF for review.

Following the Oversight Board's approval of the ROPS III, the Rancho Cordova SA will submit a certified copy of the ROPS electronically to the DOF to complete the Dissolution Act reporting requirements and start the 45 day review period.

It is important for the reporting process to be completed by the September deadline to avoid significant penalties which have been added to Section 34177(m)(2) of the Dissolution Act. Those penalties include a civil penalty of \$10,000 per day for each day the ROPS is not submitted to the DOF, and if the ROPS is not submitted within 10 days of the deadline, the maximum administrative cost allowance for the Rancho Cordova SA for that ROPS period being reduced by 25%.

ATTACHMENT

Resolution No. SA-8-2012 including **Exhibit A** – ROPS III and **Exhibit B** – Administrative Budget.

RESOLUTION NO. SA-8-2012

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF RANCHO CORDOVA APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2013

WHEREAS, pursuant to Assembly Bill 1X 26 (Stats. 2011, chap. 5), a new Part 1.85 was added to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et. seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, the City of Rancho Cordova became the successor agency (the "Rancho Cordova SA") to the former Redevelopment Agency and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency (the "redevelopment assets") were transferred to the Rancho Cordova SA, on February 1, 2012; and

WHEREAS, Section 34177(l) of the Dissolution Act requires the Rancho Cordova SA to prepare a Recognized Obligation Payment Schedule ("ROPS") for each six month fiscal period, which lists the outstanding obligation of the former Redevelopment Agency and the source of funds for the payments; and

WHEREAS, the Rancho Cordova SA has prepared a ROPS for the January 1, 2013, through June 30, 2013, fiscal period ("ROPS III"), attached hereto as **(Exhibit A)**; and

WHEREAS, the Rancho Cordova SA has prepared the administrative budget (**Exhibit B**), which estimates the cost for the Successor Agency to comply with the requirements associated with winding down the affairs of the agency.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE BOARD MEMBERS OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA that:

1. The Rancho Cordova SA hereby approves the ROPS III for the period January 1, 2013, through June 30, 2013, attached hereto as **Exhibit A**.
2. The Rancho Cordova SA hereby approves the Administrative Budget for the period January 1, 2013, through June 30, 2013, attached hereto as **Exhibit B**.
2. The Rancho Cordova SA Secretary is hereby directed to transmit the ROPS III to the Oversight Board for approval before transmitting the ROPS III to the Sacramento County Auditor-Controller, State Department of Finance, and the State Controller.

PASSED AND ADOPTED by the Board Members of the Rancho Cordova Successor Agency on the __ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Agency Chair

ATTEST:

Mindy Cuppy, CMC, Agency Secretary

Successor Agency Contact Information

Name of Successor Agency:	<u>Rancho Cordova Successor Agency</u>
County:	<u>Sacramento</u>
Primary Contact Name:	<u>Mindy Cuppy, City Clerk</u>
Primary Contact Title:	<u>2729 Prospect Park Drive</u>
Address	<u>Rancho Cordova, CA. 95671</u>
Contact Phone Number:	<u>916-851-8721</u>
Contact E-Mail Address:	<u>mcuppy@cityofranchocordova.org</u>
Secondary Contact Name:	<u>Michelle Mingay</u>
Secondary Contact Title:	<u>Sr. Finance Analyst</u>
Secondary Contact Phone Number:	<u>916-851-8738</u>
Secondary Contact E-Mail Address:	<u>mmingay@cityofranchocordova.org</u>

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: Rancho Cordova Successor Agency

	Total Outstanding Debt or Obligation
Outstanding Debt or Obligation	\$ 29,921,413
Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	2,972,553
B Anticipated Enforceable Obligations Funded with RPTTF	-
C Anticipated Administrative Allowance Funded with RPTTF	-
D Total RPTTF Requested (B + C = D)	-
Total Current Period Outstanding Debt or Obligation (A + B + C = E) Should be the same amount as ROPS form six-month total	\$ 2,972,553
E Enter Total Six-Month Anticipated RPTTF Funding (Obtain from county auditor-controller)	-
F Variance (E - D = F) Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding	\$ -
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
G Enter Estimated Obligations Funded by RPTTF (Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount)	-
H Enter Actual Obligations Paid with RPTTF	-
I Enter Actual Administrative Expenses Paid with RPTTF	-
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	-
K Adjusted RPTTF (The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated amount)	\$ -

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name
Title
Signature
Date

Name of Successor Agency:
County:

Rancho Cordova Successor Agency
Sacramento

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

[illegible]

AGENDA ITEM 11.4

**Successor Agency to the former Rancho Cordova Redevelopment Agency
Proposed Administrative Budget
For the period between:**

	January 1, 2013 and June 30, 2013
<i>Successor Agency Staffing</i>	
Salaries	64,468
Benefits	30,532
Total Salaries and Benefits	\$ 95,000
<i>Prof. & Contractual Services</i>	
General Counsel	25,000
Consultants - Other	5,000
Total Prof. & Contractual Services	\$ 30,000
TOTAL ADMINISTRATIVE COST	\$ 125,000

