

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

Tuesday, September 04, 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



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

City Council Regular Mtg	CANCELLED MTG	City Council Special Mtg	CANCELLED MTG	CITY HALL CLOSED
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2012

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CITY HALL CLOSURE DATES
Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksgiving Day
Fri, Nov 23 - Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Mon, Dec 31 - New Year's Eve

2013 - Proposed

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

*Dates Pending Approval

2014 - Proposed

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**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**

Tuesday, September 04, 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 Samuel Brown-Dawson, Center of Praise Ministries, will give the invocation.

5. PRESENTATIONS

- 5.1 Recognition of Council Member Dan Skoglund's Birthday on September 16.

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:** Minutes of August 20, 2012 Regular Meeting
Recommendation: Adopt minutes.
- 8.2 **Subject:** Resolution Awarding Construction Contract to Delta Enterprises for the White Rock Road Sidewalk Improvements in an Amount of \$312,865
Recommendation: Adopt Resolution No. 86-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with the lowest responsive bidder, Delta Enterprises, in the amount of \$312,865 for the construction of the White Rock Road Sidewalk Improvements.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, and 5.
- 8.3 **Subject:** A Resolution Approving a Tax Sharing Agreement with Sacramento Metropolitan Fire District
Recommendation: Adopt Resolution No. 87-2012.
Result of Recommended Action: Adoption of this will authorize the City Manager to execute the Use Tax Sharing Agreement, in which the City (the "City") will share with the Sacramento Metropolitan Fire District ("District"), on a 50/50 basis, the additional amount of California state use tax received by the City and attributable to use tax paid directly by the District to the State Board of Equalization ("SBOE").
Staff Report: Donna Silva, Finance Department
Advances Goal: 6.
- 8.4 **Subject:** Resolution Authorizing the Mayor to Execute a Contract Amendment with Meyers Nave
Recommendation: Adopt Resolution No. 88-2012.
Result of Recommended Action: Adoption of this resolution will allow the Mayor to executed a contract amendment with Meyers Nave to continue to provide city attorney services.
Staff Report: Ted Gaebler, City Manager's Office
Advances Goal: 5.
- 8.5 **Subject:** 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 **(Continued from August 20, 2012)**
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

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Economic Development: Housing Division Update to Council

14. ADJOURNMENT

15. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

16. PUBLIC COMMENT

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

17. SPECIAL MEETING ITEM

17.1 **Subject:** Economic Development and City Branding

18. ADJOURNMENT

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

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

20. CLOSED SESSION

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

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

21. OPEN SESSION - REPORT FROM CLOSED SESSION

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

22. ADJOURNMENT

DRAFT

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 Tuesday, September 04, 2012 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on August 30, 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 30, 2012 at Rancho Cordova, California.

Mindy Cuppy, CMC, City Clerk



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

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

Monday, August 20, 2012

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:39 PM.

Council Members Present: McGarvey, Cooley (in at 7:02 PM), Skoglund (in at 6:05 PM), Budge, Sander

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Junker, Haven, Chinn, Runner, Hayes, Leitner, Snyder, Blair, Downton, Hadley, Sanchez, Richeal, Silva, Stricker, Sparkman, Grossi, Mingay, Behrends

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

Brian Danzl led the pledge.

4. INVOCATION

Pastor Glenda Harr, First Covenant Church, gave the invocation.

5. PRESENTATIONS

- 5.1 Robert Half International Recruiting Manager, Lisa Cole presented Administrative Excellence Award to Executive Assistant Stacy Leitner.

Presentation 5.2 was not presented due to attendance conflict of recipient.

- 5.2 Presentation of Proclamation to Bill Doss in Support of Prostate Cancer Awareness Month.
- 5.3 Vice Mayor Linda Budge presented proclamation Proclaiming August as Arts Month to Cordova Community Council Executive Director, Shelly Blanchard.
- 5.4 Sacramento Children's Museum Executive Director, Sharon Stone-Smith presented on the one year anniversary of the Sacramento Children's Museum.
- 5.5 Rancho Cordova Intern Daniel Sanchez presented on his summer internship with the City.
- 5.6 Mayor Sander gave recognition of Council Member Bob McGarvey's birthday on August 10.

CELEBRATORY BREAK

At this point (6:12 PM) Council took a brief recess in honor of all the presentations we just heard. Council reconvened at 6:30 PM.

6. PUBLIC COMMENT

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

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by McGarvey; Council approved the Consent Calendar with the exception of Agenda Item 8.12, which was continued to the September 4, 2012 Regular meeting.
Carried by a 4:0 roll call vote. (Cooley absent)

- 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

ACTION: Discussion item only; no action taken.

- 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

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

ACTION: Motion to approve by Cooley second by Skoglund; Council and Agency Board adopted Resolution No. 84-2012 and SA 6-2012.
Carried by a 5:0 roll call vote.

- 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

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 and Agency Board adopted Resolution No. 85-2012 and SA 7-2012.
Carried by a 5:0 roll call vote.

- 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

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 McGarvey; Agency Board adopted Resolution No. SA 8-2012.
Carried by a 5:0 roll call vote.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE.

13. CITY MANAGER'S REPORT

City Attorney Adam Lindgren gave the following update to Council:

- New faces in the City Attorney's Office
- Major Successes in 2011-2012
- 5-year Budget Trend
- 5-year Net Impact

The City Clerk's Office gave the following update to Council:

- Agenda Packets vs. iPads
- Sire for Agendas and Records
- Growing Our Next Generation
- File Cleanup Efforts
- November 2012 City Council election
- City Clerks Association
- International Association of Administrative Professionals (IAAP)
- Continuing Education
- Matrix Teams
- Helping Out Where Needed

City Manager Ted Gaebler reported on the following:

- Leadership Nominations needed from Council
- Upcoming Airshow on Saturday and Sunday, September 8 and 9, 2012
- Staff Retreat next Monday and Tuesday, August 27 and 28, 2012
- Sacramento Area City Managers meeting and discussion of City of Isleton

14. ADJOURNMENT

Mayor Sander adjourned the regular meeting in memory of Tom Friery and Bill Munger to the Community Board room at 8:02 PM.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board room at 8:12 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Haven, Chinn, Runner, Silva

16. CLOSED SESSION

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

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

18. ADJOURNMENT

Mayor Sander adjourned the closed session at 8:34 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: September 4, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AWARDING CONSTRUCTION CONTRACT TO DELTA ENTERPRISES FOR THE WHITE ROCK ROAD SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT OF \$312,865

RECOMMENDATION

Adopt Resolution No. 86-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would award a construction contract to Delta Enterprises the lowest responsive bidder, who would perform work on the White Rock Road Sidewalk Improvements Project. Work performed under this contract consists of furnishing all labor, materials, and equipment for doing all work necessary for the construction and installation of new concrete sidewalk, sidewalk ramps as well as restriping White Rock Road to provide crosswalks and bike lanes.

ADVANCES GOALS 1, 2, and 5.

BACKGROUND

Three (3) contractors bid on the project. The Public Contract Code specifies that the award of a contract will be based on the lowest base bid. The base bid includes sidewalk and sidewalk ramps on the north side of White Rock Road as well as restriping the roadway to include bike lanes. A bid alternate was provided in the bid documents to have the existing chain link fence on the north side of White Rock Road replaced with Wrought Iron fencing.

The lowest responsive base bid was \$258,316, the average base bid was \$299,222, and the high base bid was \$380,786. The bid summary sheet is provided as **Attachment 1**. Funding for this project is from a Federal Highway Safety Improvement Program (HISP) grant and the City's Transportation Funds and there is no impact to the City's General Fund.

Staff also recommends accepting the bid alternate for \$54,549. The total contract amount to be awarded would be \$312,865.

ATTACHMENTS

1. Bid Summary Sheet
2. Resolution No. 86-2012 including **Exhibit 1A** – Contract No. 62-2012



White Rock Rd Sidewalk Improvement - CP12-2103 - Bid Summary
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
August 2, 2012 at 3:30 PM

	Contractor	Base Bid Amount	Alternate Bid Amount	Total Bid Amount	Proposal Signed	Contractors License	List of Subs	Equal Employment	Public Contract Code	Non-Collusion	Debarment & Suspension	Non-Lobbying Certification	Bidders Bond	Child, Family Support	Addendum 1
A	RSC General & Engineering, Inc	\$258,563.81	\$103,504.50	\$362,068.31	X	X	X	X	X	X	X	X	X	X	X
B	Delta Enterprises	\$258,316.46	\$54,549.00	\$312,865.46	X	X	X	X	X	X	X	X	X	X	X
C	Biondi Paving & Engineering	\$380,786.00	\$128,700.00	\$509,486.00	X	X	X	X	X	X	X	X	X	X	X
D															
E															
F															
G															
H															
I															
J															
K															
L															

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

Aimee Kellerman
Aimee Kellerman, Administrative Secretary

8/6/12
Date

CITY OF RANCHO CORDOVA

RESOLUTION NO. 86-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DELTA
ENTERPRISES INC. FOR THE CONSTRUCTION OF THE WHITE ROCK ROAD SIDEWALK
IMPROVEMENTS PROJECT**

WHEREAS, the project was advertised in The Grapevine Independent on July 6, July 13, and 20, 2012; and

WHEREAS, the bids were publicly opened on August 2, 2012 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, a bid alternate was provided in the bid documents to have the existing chain link fence on the north side of White Rock Road replaced with Wrought Iron fencing; and

WHEREAS, Delta Enterprises, Inc. submitted the lowest base bid, in the amount of \$258,316; and

WHEREAS, the staff recommends accepting the bid alternate for \$54,549; and

WHEREAS, the City recommends award the White Rock Road Sidewalk Improvements project to the lowest responsive bidder, Delta Enterprises, in the amount of \$312,865; 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 Delta Enterprises (**Exhibit 1A**), 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 DELTA ENTERPRISES
FOR THE WHITE ROCK RD SIDEWALK IMPROVEMENTS**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Delta Enterprises ("Contractor") as of September 4, 2012.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for White Rock Rd Sidewalk Improvements Project ("Project") 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 notice was published on July 6, July 13, and 20, 2012 in The Grapevine Independent ("Notice"); 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 Project 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 opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, 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 Project 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.** The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 62-2012, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred to 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 the 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 the 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 for the Project 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: **three hundred twelve thousand eight hundred sixty-five dollars (\$312,865)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. 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 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, 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 Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

9.1 Contractor's Performance. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else

directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

- 9.2 **No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 **Contract Administration.** This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 **Notices.** Any written notice to Consultant shall be sent to:
- Pedro Sanchez
Delta Enterprises
4108 36th Street
Sacramento, CA 95820
- Any written notice to City shall be sent to:
- Britton Snipes
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
- 10.4 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

Pedro Sanchez, Owner

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

**CITY OF RANCHO CORDOVA
WHITE ROCK ROAD SIDEWALK IMPROVEMENTS
CP12-2103**

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, "Bid Requirements and Conditions," of the Standard Construction 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 Construction 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

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(1) and 15-G(2)" forms are included in the Bid book to be executed by the successful bidder. The purpose of these forms is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(1) and 15-G(2)" forms should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(1) and 15-G(2)" forms shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

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 **FORTY (40) WORKING 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 One Thousand Dollars (\$1000) 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 6-1.04 "Nondiscrimination," of the Standard Construction 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

This contract is subject to the Davis-Bacon Federal minimum wage rates and State prevailing wage rates. Pursuant to Section 110 of the Housing and Community Development Act of 1974 and Section 1770, et. seq. of the California Labor Code, the successful bidder and all

subcontractors shall pay not less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations.

State and federal wage determinations for this project can be found on the FHWA website noted below and are on file at City Hall 2729 Prospect Park Drive, Rancho Cordova, CA 95670. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

<http://www.dir.ca.gov/dirdatabases.html>

Davis Bacon Wage Determinations

<http://www.wdol.gov/dba>.

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 Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said 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 any other coating that protects or enhances the value of such 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 State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) 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 any foreign steel and iron prior to incorporating such 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 Storm Water Pollution Prevention Plan (SWPPP).

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 State Standard Specifications.

SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

DBE CERTIFICATION STATUS

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

PERFORMANCE OF SUBCONTRACTORS

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

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/County of Rancho Cordova may exercise the remedies provided under Pub Cont Code § 4110. The City/County 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 at: <http://www.dir.ca.gov/dlse/debar.html>

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

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the 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, sanctions 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 (49 CFR 26.29) 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 pedestrian improvements along White Rock Road including a new sidewalk connecting existing sidewalk in commercial district to Highway 50 pedestrian overcrossing as well as installation of bicycle lanes and crosswalks. The new sidewalks along White Rock Road will include about 1,200 linear feet of sidewalk missing on the north side of White Rock Road and west of Capital Center Drive. This project will also remove and replace sidewalk ramps and install crosswalks at the intersections of Capital Center Drive and White Rock Road and at Quality Drive and White Rock Road in the City of Rancho Cordova 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 Standard 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 Standard 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.

Fees and security deposits required by the "Erosion and Sediment Control Guidelines" will be the responsibility of the Contractor. The City of Rancho Cordova will obtain the necessary General Construction Storm Water Permit from the State of California and the Contractor will be required to conform to those requirements.

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 State Standard Specifications and these Special Provisions.

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

Utility company representatives are listed on the title sheet of the White Rock Rd Sidewalk Improvements Plans.

WORK ON PRIVATE PROPERTY

The Contractor's attention is directed to Section 6-21, "Preservation of Property", of the Standard Construction Specifications. The Contractor shall protect private improvements from damage. On-site private improvements may include, but are not limited to, trees, shrubbery, lawns, irrigation facilities, structures, mailboxes, 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 private residential driveways. The Contractor, under circumstances within his control, will complete construction in a timely and diligent manner.

Work is to be constructed within existing public rights of way except as otherwise noted on the Plans.

The Contractor shall be responsible for repairing, replacing, or modifying all landscape and irrigation systems within and outside the right-of-way that are damaged, capped, or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to both landscaping and irrigation system shall be done in a manner equal to or better than the previously existing conditions. If irrigation systems are damaged during trenching, curb, gutter and sidewalk improvements or other construction activities, the Contractor shall repair the damage within two (2) calendar days in order to maintain full operation of the system. Any loss and/or subsequent replacement of plant material due to damage of the irrigation system or the neglect to repair it promptly shall be the sole responsibility of the Contractor. Landscape replacement or repair shall be completed as soon as it will not be damaged by further construction activities.

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. Relocation of existing utilities may be in progress during the period of this contract. The Contractor is

hereby advised that cooperation and coordination with various utility companies may be required.

The status and schedule for any remaining utility relocation work (if any) will be provided by the various utility representatives at the pre-construction meeting as detailed in Section 7-3 of the Standard Construction Specifications. The Contractor will cooperate and coordinate their work with all utility relocation work.

All valves, manholes and other utility covers encountered in the area to be overlaid, chip sealed or slurry sealed shall be carefully referenced out by the Contractor and the location of the valve box, manhole or cover painted on the surface immediately after pavement overlay, chip sealing or slurry sealing. Attention is directed to Section 6-16.06 "Markings", of the Standard Construction Specifications for utility color codes and symbols.

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 culverts, fencing, signs, traffic signal detectors, 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.

In the event a sign is knocked down, or a signal or lighting facility is damaged, the Contractor shall immediately notify the City so that a repair crew can be dispatched.

If traffic signal detector facilities are cut or damaged during construction the City shall be notified immediately and the facilities shall be repaired or replaced by qualified electricians within 24 hours.

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.

Construction area and detour signs associated with pedestrians shall conform to the "Traffic Maintenance" of these Technical Specifications.

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 and 8 of the Standard Construction 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 of the Standard Construction 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

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	
Temporary Concentrated Flow Conveyance Controls			
	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 Standard 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 State 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 White Rock 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 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 State 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 REMOVE TRAFFIC STRIPING

Removal of traffic striping required for areas of slurry seal shall conform to Section 13-2.09 "Removal of Traffic Stripes and Pavement Markings" of the Standard Construction Specifications and these Special Provisions.

Removal of traffic stripes shall be measured by the linear foot for removal of four-inch traffic stripes. Stripes of widths other than four inches shall be converted to an equivalent length of four-inch stripe for determination of quantities. Traffic stripes with gaps, or skipped striping, shall only be measured along portions with traffic striping, gaps without striping shall not be measured for payment. Traffic stripe shall be defined as paint, thermoplastic or any other stripe material.

The Contractor shall bid a unit price per linear foot for Remove Traffic Striping. The price paid per linear foot for removal of striping includes full compensation for all material, tools, labor, and equipment to remove the traffic stripes, remove all debris from the roadway and disposal of all waste as specified herein.

1.7 REMOVE PAVEMENT MARKER

Removal of pavement marker (various types) required for areas of slurry seal shall conform to Section 15-2.02C "Pavement Markers" of the State Standard Specifications and these Special Provisions.

Removal of pavement markers (various types) shall be measured by each marker.

The Contractor shall bid a unit price per each for Remove Pavement Marker. The price paid per each for removal of marker includes full compensation for all material, tools, labor, and equipment to remove the pavement marker, including the underlying adhesive, remove all debris from the roadway and disposal of all waste as specified in the Standard Construction Specifications and these Special Provisions.

1.8 REMOVE PAVEMENT MARKINGS

Removal of pavement markings (various types) required for areas of slurry seal shall conform to Section 13-2.09 "Removal of Traffic Stripes and Pavement Markings" of the Standard Construction Specifications and these Special Provisions.

Removal of pavement markings (various types) shall be measured by the square foot.

The Contractor shall bid a unit price per square foot for Remove Pavement Markings. The price paid per square foot for removal of marking includes full compensation for all material, tools, labor, and equipment to remove the pavement marker, remove all debris from the roadway and disposal of all waste as specified in the Standard Construction Specifications and these Special Provisions.

1.9 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 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, "Permit

s," 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.

1.10 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.

1.11 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 4" Full-Depth Asphalt Concrete (Type A), and no additional compensation will be allowed.

The aggregate gradation shall be three-quarter inch (3/4") maximum, 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.

1.12 CALTRANS TYPE II SLURRY SEAL

Single Coat Slurry Seal shall comply with the requirements of Section 14, "Restoration of Surfaces," of the Standard Construction Specifications and these Special Provisions. Single Coat Slurry Seal is required in all areas indicated on the plans and as directed by the Engineer.

The quantity indicated in the proposal for this item is for bidding purposes only and may be reduced or extended without limit. Single Coat Slurry Seal shall be Type 2 Slurry Seal with a spread rate of 16-20 lbs/yd².

Full compensation for meeting all of the provisions of this section is included in the per ton price paid for Slurry Seal with no additional payment allowed therefore. The contract price per ton for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved.

Slurry Seal will be measured and paid per square yard of roadway surfaced with slurry seal mixture and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the testing, furnishing mix design, removal of temporary markers, cleaning the roadway surface, furnishing added water and set-control additives, mixing water and asphaltic emulsions for coating the pavement, placement of the slurry seal mixture, and protecting the seal until it has set, all as shown on the Plans, and as specified in these Special Provisions and as directed by the Engineer.

1.13 TYPE 3 CURB

Type 3 Curb shall conform to the provisions in Section 27, "Curbs, Gutters, Sidewalks and Drainage Structures," of the Standard Construction Specifications, limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Type 3 Curb shall conform to details shown on the Plans and Standard Drawing 4-25.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks," of the Standard Construction Specifications.

The Contractor shall bid a unit price per linear foot for Type 3 Curb. The price paid per linear foot for curb includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk complete in place, including all form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.14 TYPE 2 CURB AND GUTTER

Type 2 Curb and Gutter shall conform to the provisions in Section 27, "Curbs, Gutters, Sidewalks, and Drainage Structures," of the Standard Construction Specifications, limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Type 2 Curb and Gutter shall conform to details shown on the Plans and Standard Drawing 4-25.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks," of the Standard Construction Specifications.

The Contractor shall bid a unit price per linear foot for Type 2 Curb and Gutter including the curb and gutter portions of curb ramps. The price paid per linear foot for curb and gutter includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk complete in place, including all form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.15 TYPE 1A CURB AND GUTTER

Type 1A Curb and Gutter shall conform to the provisions in Section 27, "Curbs, Gutters, Sidewalks and Drainage Structures," of the Standard Construction Specifications, limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Type 1A Curb and Gutter shall conform to details shown on the Plans and Standard Drawing 4-25.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks," of the Standard Construction Specifications.

The Contractor shall bid a unit price per linear foot for Type 1A Curb and Gutter. The price paid per linear foot for curb and gutter includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk complete in place, including all form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.16 CONCRETE SIDEWALK

Concrete Sidewalk shall conform to the provisions in Section 27, "Curbs, Gutters, Sidewalks and Drainage Structures," of the Standard Construction Specifications, limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Concrete Sidewalk shall conform to details shown on the Plans and Standard Drawing 4-25.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks," of the Standard Construction Specifications.

The Contractor shall bid a unit price per square foot for Concrete Sidewalk including the sidewalk portions of curb ramps. The price paid per square foot for sidewalk includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk complete in place, including all form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.17 TYPE A-6 DRIVEWAY

Type A-6 Driveway shall conform to the provisions in Section 27, "Curbs, Gutters, Sidewalks and Drainage Structures" of the Standard Construction Specifications, dimensions, lines, grades and limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Type A-6 Driveway shall conform to details shown on the Plans and Standard Drawing 4-14.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks," of the Standard Construction Specifications.

The Contractor shall bid a unit price per square foot for Type A-6 Driveway. The price paid per square foot for driveway includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing driveway complete in place, including all form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.18 3' X 4' DETECTABLE WARNING SURFACE

Detectable Warning Surface shall be installed in each curb access ramp in accordance with the details shown on the plans and Standard Drawing 4-23-A, as specified in these Specifications and as directed by the Engineer.

All work involved in constructing the detectable warning system shall be in conformance with Detail 4-23-A, and as specified in these Specifications.

The Contractor shall bid a unit price per each (based upon a 3' x 4' panel area) for Detectable Warning Surface. The price paid per each surface will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing detectable warning surface, complete in place, and no additional compensation shall be allowed.

1.19 TYPE B STORM DRAIN DROP INLET

Drop inlets shall conform to Section 27-13 and to Section 50-34 of the Standard Construction Specifications, Standard Drawing 9-13B and these Special Provisions.

Concrete for drop inlets shall be either Class "A" or "B", and shall conform to Section 50-5, "Portland Cement Concrete", of the Standard Construction Specifications. The concrete box portion of the drop inlet shall be cast to the proper grade in a maximum of two (2) placements of concrete. Use of grout to adjust the drop inlet and / or catch basin frame to the proper grade will not be permitted without written approval of the Engineer.

Grate and frame materials and method of placement shall conform to the requirements of Section 75-1.02, "Miscellaneous Iron and Steel", of the State Standard Specifications. Reinforcing bar supports or other approved means shall be used to hold the frame at proper grade during final placement of concrete. Broken pieces of concrete, or other debris, shall not be used for this purpose.

At the option of the Contractor, drop inlets may be furnished and installed as precast units, or the units may be combined precast and cast-in-place structures, provided the structures in place substantially conform to cast-in-place construction as specified in these Special Provisions and in the Standard Construction Specifications.

All drop inlet installations, whether new or reconstructions shall include a permanent stormwater quality marking as directed by the Engineer.

The Contractor shall bid a unit price per each for Type B Storm Drain Drop Inlet. The price paid per each inlet includes full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the drop inlets, complete in place, including excavation, connecting into existing storm drain pipe, furnishing and installing the grate and frame material, 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 shall be allowed.

1.20 ROADSIDE SIGNS

Roadside signs shall conform to Section 56-2, "Roadside Signs", of the State Standard Specifications, and these Specifications.

The Contractor shall bid a unit price per each for Roadside Sign. The price paid per each roadside sign includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing sign complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.21 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 Contractor shall bid a unit price per linear foot for 4" Thermoplastic Traffic Stripe. The price paid per linear foot for 4" stripe includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing stripe complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.22 THERMOPLASTIC TRAFFIC STRIPE (6")

All 6" 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 Contractor shall bid a unit price per linear foot for 6" Thermoplastic Traffic Stripe. The price paid per linear foot for 6" stripe includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing stripe complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.23 THERMOPLASTIC TRAFFIC STRIPE (12")

All 12" 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 Contractor shall bid a unit price per linear foot for 12" Thermoplastic Traffic Stripe. The price paid per linear foot for 12" stripe includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing stripe complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.24 PAVEMENT MARKERS

Pavement markers (various types) shall conform to the applicable portions of Section 85, "Pavement Markers", of the Standard Specifications and these Special Provisions.

Blast cleaning of the pavement surface shall not be required on recently overlaid roadways unless the area has been, in the opinion of the Engineer, contaminated.

Blast cleaning of the pavement surface shall be considered incidental and included in the unit price paid for pavement markers.

The Contractor shall bid a unit price per each for Pavement Marker (various types). The price paid per each marker includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing marker complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.25 THERMOPLASTIC PAVEMENT MARKINGS

Thermoplastic pavement markings (various markings) within the project limits 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 Contractor shall bid a unit price per square foot for Thermoplastic Pavement Markings (various markings). The price paid per square foot for markings includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing markings complete in place, including repairing any damage, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

1.26 LEAD COMPLIANCE PLAN

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling material containing lead. The Lead Compliance Plan shall conform to the provisions in Section 6-11, "Safety," of the Standard Construction Specifications.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1. Before submission to the City, the Lead Compliance Plan shall be approved by a Certified Industrial Hygienist. The plan shall be submitted to the City for review and acceptance prior to beginning work in areas containing lead.

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum price paid for "Lead Compliance Plan" and no additional compensation will be allowed therefore.

1.27 WROUGHT IRON FENCE

Wrought iron fence, of the sizes shown on the plans, shall conform to the provisions in section 80, "Fences" of the State Standard Specifications, these special provisions, as detailed on the plans and as directed by the Engineer.

Wrought iron fence shall be installed per manufacturer's specifications.

Wrought iron gates shall be of the same material and design as the wrought iron fence. Gate installations shall be complete with gate post, latch post, concrete footings, braces, truss rods, and hardware including locks. Locks for all gates shall be operated by the same key. Locks

and four (4) sets keys per lock shall be submitted to the Engineer. All gates shall be set to open outward. 10 foot and larger gates shall consist of two equally sized gates.

The adjacent properties shall be left in a secure manner at the end of each work day. Temporary chain link fence, a minimum of six (6) feet tall shall be used. The contractor shall make the secured area accessible for City maintenance crews at all times.

Measurement

Quantities of wrought iron fence to be paid for will be determined by the linear foot from actual measurements of the completed fence, such measurements to be made parallel to the ground slope along the line of completed fence, deducting the widths of openings.

Quantities of gates of various sizes will be included in the unit price for fencing.

Payment

The contract price paid per linear foot for wrought iron fence includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the existing fence and installing wrought iron fence, complete and in place, including excavation, removal of tailings, Portland Concrete Cement footings, coatings, and all necessary hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for wrought iron gate fence includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing wrought iron gates, complete and in place, including excavation, removal of tailings, Portland Concrete Cement footings, coatings, all necessary fittings, hardware, and gate and latch posts with braces, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for temporary fence is included in the contract price paid per linear foot for wrought iron fence, and no separate payment will be made therefore.

1.28 GROUNDING SYSTEM

Grounding system (Wrought Iron Fence) shall conform to these special provisions, the details shown on the plans and as directed by the Engineer.

Grounding systems shall be located such that the systems are not accessible from the pedestrian path.

Any exposed portion of the grounding system shall be painted with two (2) coats of black paint.

Measurement and Payment:

The contract unit price paid for grounding system (Wrought Iron Fence) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the working involved in installing grounding systems, including compression lugs, drilling fence posts, painting, any excavation and backfill, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

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

BID FORM

Project No. CP12-2103

Project: **White Rock Rd Sidewalk Improvements**

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 26, 2012

APPROXIMATELY 2:10 p.m.

TO: City Clerk
City of Rancho Cordova

Name of Bidder: DELTA ENTERPRISES

Business Address: 4108 36th STREET

City, State, Zip Code: SACRAMENTO, CA 95820

Telephone Number: 916-856-7709

Contact Person: DAN GWINZDON

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

CITY OF RANCHO CORDOVA

1. CONTRACTORS LICENSE FORM

Project No. CP12-2103Project: **White Rock Rd Sidewalk Improvement 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. 881570Expiration Date: 07/31/2014Contractor's Classification: B, C-8,DELTA ENTERPRISES
Contractor's Name (Printed)8/2/12
Date[Signature]
Bidder's Signature
(same signature as on Bid Proposal)DEDDO SANCHEZ
Bidder's Name (Printed)Owner
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

Name and Address

Description of Portion
of Work Subcontracted

SIERRA Traffic MARKINGS

STRIPING REMOVAL + REPLACEMENT

(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 DELTA ENTERPRISES, proposed subcontractor
SIERRA Traffic MARKINGS, 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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Accompanying this proposal is

(NOTICE: INSERT THE WORDS "CASH(\$ 100)." "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 copartnership, 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.

N/A

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

License No. 881570 Classification(s) B, C-8

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s #1 DATED 7/24/12

(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: 8/2/12

Sign



Here

Pedro Sanchez
PEDRO SANCHEZ
OWNER

Signature and Title of Bidder

Business Address 4108 36th St, SACRAMENTO, CA 95820

Place of Business SACRO

Place of Residence SACRO

**CITY RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____ as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: _____, 20____

Principal

Surety

By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City Rancho Cordova

On this _____ day of _____ in the year 20____ before me

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)

Notary Public

**CITY RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, Delta Enterprises General Contractor
_____ as Principal, and

Indemnity Company of California

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 White Rock Rd. Sidewalk improvements
#CP12-2103

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at City of Rancho Cordova
Public works department on 8/2/12
(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 27, 20 12.

Pedro Sanchez

Delta Enterprises General Contractor

Indemnity Company of California

By

Shauna Conroy

Principal

Surety

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)

Notary Public

City of Rancho Cordova
White Rock Rd Sidewalk Improvements

Bid Form
Page 10

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Shauna Conroy, Scott Harris, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

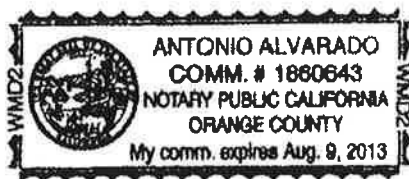
By: *SV Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of July, 2012

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On July 27, 2012 before me, Laurie L. Kester, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Shauna Conroy

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ 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 on the instrument the person, or the entity upon behalf of which the person 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.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____
Indemnity Company of
California

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

**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.

DATA ENTERPRISES

CONTRACTOR

8/2/12
DATE

PEDRO SANCHEZ

Printed Name

[Signature]

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.

WHITE ROCK ROAD SIDEWALK IMPROVEMENTS					
City of Rancho Cordova					
BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Construction Staking	1	LS	5566 ⁰⁰	5566 ⁰⁰
2	Erosion Control (WPCP)	1	LS	2783 ⁰⁰	2783 ⁰⁰
3	Traffic Control System	1	LS	4174 ⁵⁰	4174 ⁵⁰
4	Clearing and Grubbing	1	LS	6261 ⁷⁵	6261 ⁷⁵
5	Remove Traffic Striping	8,216	LF	.57	4,687 ³⁶
6	Remove Pavement Marker	244	EA	1.39	339 ⁶⁴
7	Remove Pavement Markings	278	SF	2.85	793 ²²
8	Roadway Excavation	980	CY	30.61	30,000 ⁷⁴
9	Aggregate Base Class 2	703	TON	48 ¹⁰	33,817 ²⁴
10	Asphalt Concrete (4") Type A	100	TON	13915	1,3915 ⁰⁰
11	Caltrans Type II Slurry Seal	17,935	SY	278	4,971 ³⁵
12	Type 3 Curb	1,079	LF	765	8,257 ¹⁵
13	Type 2 Curb and Gutter	240	LF	22 ²⁶	5,343 ³⁶
14	Type 1A Curb and Gutter	34	LF	23 ⁶⁰	804 ⁸⁴
15	Concrete Sidewalk	6,720	SF	8 ³⁵	56,160 ²⁴
16	Type A-6 Driveway	585	SF	13 ²²	7,733 ²⁶
17	3' x 4' Detectable Warning Surface	8	EA	473 ¹⁴	3,784 ⁸⁸
18	Type "B" DI	1	EA	2783 ⁰⁰	2,783 ⁰⁰
19	Roadside Sign	2	EA	834 ³⁰	1,669 ⁸⁰
20	Thermoplastic Traffic Stripe (4")	9,221	LF	.56	5,132 ⁴⁴
21	Thermoplastic Traffic Stripe (6")	7,149	LF	.77	5,471 ³³
22	Thermoplastic Traffic Stripe (12")	736	LF	4.45	3,277 ²⁴
23	Pavement Markers	261	EA	4 ⁸⁷	1,271 ⁴⁴
24	Thermoplastic Pavement Markings	364	SF	8 ³⁵	3,039 ⁰⁴
25	Lead Compliance Plan	1	LS	1391 ⁵⁰	1,391 ⁵⁰
TOTAL BASE BID \$				258,316.46	258,315 ⁵⁰
TOTAL BASE BID PRICE (IN WORDS)				Two Hundred Fifty Eight Thousand Three Hundred Eighteen Dollars and Five Eight cents	
Bid Alternate (to be added to the Base Bid)					
A-1	6' Tall Wrought Iron Fence	1,650	LF	33 ⁰⁶	54,553 ¹³
TOTAL BID ALTERNATE \$					54,549.00

LOCAL AGENCY: City of Rancho Cordova LOCATION: Rancho Cordova, CA
PROJECT DESCRIPTION: White Rock Road Sidewalk Improvements
TOTAL CONTRACT AMOUNT: \$ \$258,315¹³
BID DATE: 8/2/12
BIDDER'S NAME: DELTA ENTERPRISES
CONTRACT DBE GOAL: 15.27%

[illegible]

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Date _____

\$ 0
¢ %

(Area Code) Tel. No.

(Please Type or Print)

AGENDA ITEM 8.2

EXHIBIT 15-G2 LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

(Inclusive of all DBEs including the UDBEs listed at bid proposal)

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

LOCAL AGENCY: City of Rancho Cordova LOCATION: Rancho Cordova, CA

PROJECT DESCRIPTION: White Rock Road Sidewalk Improvements

TOTAL CONTRACT AMOUNT: \$ 258,315¹³

BID DATE: 8/2/12

BIDDER'S NAME: Delta Enterprises

CONTRACT UDBE GOAL: 15.27%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certification have been verified and Information is complete and accurate.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation \$ 0

0 %

D.A. [Signature]
Signature of Bidder

8/7/12 916-856-7709
Date (Area Code) Tel. No.

Paul Guzman
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Information (Construction Contracts)
(Rev 6/26/09)

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.

(2) Copy – Include in award package to Caltrans District Local Assistance

(3) Original – Local agency files

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CP12-2103 Bid Opening Date 8/2/12The Rancho Cordova (City/County of) established a Disadvantaged Business Enterprise (DBE) goal of 15.27 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
<u>N/A</u>	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<u>PUL PHASE CONST.</u>	<u>7/26/12</u>	<u>EMAIL/PHONE 7/26/7/27</u>
<u>CE GREENE</u>	<u>7/26/12</u>	<u>" " " "</u>
<u>MARTIN GEN. ENG.</u>	<u>"</u>	<u>" " " "</u>
<u>UDB ENR.</u>	<u>"</u>	<u>" " " "</u>
<u>CPM</u>	<u>8/1</u>	<u>PHONE</u>
<u>RAMCON ENR</u>	<u>8/6</u>	<u>E-MAIL</u>
<u>BURKE CONSTRUCTION</u>	<u>8/6</u>	<u>"</u>
<u>QUINIO CONSTRUCTION</u>	<u>8/6</u>	<u>"</u>
<u>DIAMOND D</u>	<u>8/6</u>	<u>"</u>
<u>PARADIM</u>	<u>8/6</u>	<u>"</u>
<u>MAG CONSTRUCTION</u>	<u>8/6</u>	<u>"</u>
<u>SLS CONST.</u>	<u>8/6</u>	<u>"</u>

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Removal + Installation of Pavement Marking	Yes	SEE BID SHEET	25401	10%
EXCAVATION	Y	—	30,000 30,000*	11.6%
AGGREGATE BASE	Y	—	33,817	13.1%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

CPM 9090 ELDER CREEK, SACRAMENTO, CA 95829
BID WAS 20% HIGHER THAN NON-DBE

Names, addresses and phone numbers of firms selected for the work above:

HAVE NOT YET MADE A SELECTION, WE
ARE REBIDDING IT OUT TO OTHER SUBS

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A - NONE ASKED FOR HELP

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A - NONE ASKED FOR HELP

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
DOS	Website	GOT NAMES OF COMPANIES

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

WE ARE STILL ACTIVELY PURSUING DBE VENDORS AND
ARE CONFIDENT WE CAN MEET THE 15.27% GOAL PRIOR TO CONTRACT
AWARD DATE. WE ARE ALSO PURSUING DBE CERTIFICATION

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

AND HAVE SUBMITTED ALL THE REQ'D PAPERWORK TO
THE SBA.

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

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

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	SIERRA TRAFFIC MARKINGS	Phone	☐ < \$1 million	REMOVAL + REINSTATEMENT OF PAVEMENT MARKINGS	YES
Address	3139 SWETZER ROAD	Fax	☒ < \$5 million		NO
City State ZIP	LOOMIS, CA 95650		☐ < \$10 million		If YES list DBE #:
Name		Phone	☐ < \$1 million	SBE NOT DBE	Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO
Name		Phone	☐ < \$1 million		Age of Firm (Yrs.)
Address		Fax	☐ < \$5 million		YES
City State ZIP			☐ < \$10 million		NO

Distribution: 1) Original - Local Agency File

MEMORANDUM



DATE: September 4, 2012

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Sr. Accountant

SUBJECT: RESOLUTION APPROVING A USE TAX SHARING AGREEMENT
WITH THE SACRAMENTO METROPOLITAN FIRE DISTRICT

RECOMMENDATION

Adopt Resolution No. 87-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this will authorize the City Manager to execute the Use Tax Sharing Agreement, in which the City (the "City") will share with the Sacramento Metropolitan Fire District ("District"), on a 50/50 basis, the additional amount of California state use tax received by the City and attributable to use tax paid directly by the District to the State Board of Equalization ("SBOE").

ADVANCES GOALS: 6.

BACKGROUND

The use tax is imposed on goods acquired from out-of-state vendors. It is the same rate as the sales tax paid on goods purchased within the State and must be paid either directly to the out-of-state seller from whom the physical merchandise was purchased or directly to the SBOE if the purchaser qualifies for and obtains a *Use Tax Direct Payment Permit*.

When the use tax is paid to the out of state vendor, the City receives only a minor portion of the use tax. So when out-of-state vendor remits the use tax to the SBOE, the tax is first allocated to the local countywide sales and use tax pool and subsequently distributed among all jurisdictions in the County that receive sales tax. Currently, the City is receiving approximately 7% of the pool.

However, when the use tax is remitted directly to the SBOE by the purchaser, the local share (1% of the purchase price) is allocated to the jurisdiction of "first use." The SBOE has construed this to be the jurisdiction where the goods and/or equipment are delivered.

In an effort to generate additional revenues, the City and the District wish to enter into an agreement whereby the City is willing to share with the District, on a 50/50 basis, the additional amount of California state use tax received by the City and attributable to use tax paid directly by the District to the SBOE. The District qualifies for a *Use Tax Direct Payment Permit*, which was granted in July of 2012. The district agrees to assume the responsibility for filing their use taxes directly to the SBOE. In exchange for the extra reporting requirements, the City is willing to share the additional use tax revenue with the District.

The amount of additional revenue this agreement will bring to the City is dependent on the dollar amount of the out-of-state purchases made by the District. Had this agreement been in place in 2011 when the District acquired new ambulances and fire apparatus, the City would have gained approximately \$100,000 of additional use tax revenue. Looking to the immediate future, the District has secured grants of \$3 million for the purchase of replacement equipment that will be delivered to Rancho Cordova from out-of-state vendors.

ATTACHMENT

Resolution No. 87-2012 including **EXHIBIT A** – Use Tax Sharing Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 87-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A USE TAX SHARING AGREEMENT WITH THE SACRAMENTO
METROPOLITAN FIRE DISTRICT**

WHEREAS, The City of Rancho Cordova (the "City") receives an allocation of sales and use taxes under the *Bradley-Burns Uniform Local Sales and Use Tax Law*; and

WHEREAS, during its normal course of operations the Sacramento Metropolitan Fire District (the "District") purchases certain equipment and supplies from vendors outside the State of California; and

WHEREAS, the District is responsible for the payment of California use tax on such out-of-state purchases which must be paid either directly to the seller from whom the physical merchandise was purchased or directly to the California State Board of Equalization (the "SBOE"); and

WHEREAS, the District has applied for and obtained a Use Tax Direct Payment Permit from the SBOE that will allow the District to self-accrue use tax on out-of-state purchases for direct remittance to the SBOE; and

WHEREAS, the City will benefit from the District paying use tax directly to the SBOE by way of receiving a larger allocation of the use tax attributable to the District purchases from out-of-state vendors; and

WHEREAS, the DISTRICT and the CITY wish to enter into an agreement whereby the City is willing to share with the District, on a 50/50 basis, the additional amount of California state use tax received by the CITY and attributable to use tax paid directly by the DISTRICT to the SBOE.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Use Tax Sharing Agreement (**EXHIBIT A**) and authorizes the City Manager or his designee to execute the agreement.

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

EXHIBIT A**USE TAX SHARING AGREEMENT**

THIS AGREEMENT is made and entered into as of this — day of August, 2012, between the SACRAMENTO METROPOLITAN FIRE DISTRICT, a political subdivision of the State of California, (hereinafter referred to as "DISTRICT"), and THE CITY OF RANCHO CORDOVA, a municipal corporation of the State of California (hereinafter referred to as "CITY").

RECITALS

WHEREAS, during its normal course of operations the DISTRICT purchases certain equipment and supplies from vendors outside the State of California; and

WHEREAS, the DISTRICT is responsible for the payment of California use tax on such out-of-state purchases which must be paid either directly to the seller from whom the physical merchandise was purchased or directly to the California State Board of Equalization (hereinafter referred to as "SBOE") if the retailer is not required to collect and report California tax; and

WHEREAS, CITY receives an allocation of sales and use taxes under the *Bradley-Burns Uniform Local Sales and Use Tax Law*; and

WHEREAS, the DISTRICT has applied for and obtained a *Use Tax Direct Payment Permit* from the SBOE that will allow DISTRICT to self-accrue use tax on out-of-state purchases for direct remittance to the SBOE; and

WHEREAS, for those out-of-state purchases by the DISTRICT for which the CITY is the jurisdiction of "first use," as defined by the SBOE, the CITY would receive a larger allocation of use tax under the *Bradley-Burns Uniform Local Sales and Use Tax Law*; and

WHEREAS, in an effort to generate additional sales and use tax revenue, CITY is willing to share a portion of the additional use tax revenue attributable to DISTRICT out-of-state purchases as an inducement for the DISTRICT to self-accrue use tax for the benefit of CITY; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. **USE TAX DIRECT PAYMENT PERMIT**

The DISTRICT shall make reasonable efforts to maintain a *Use Tax Direct Payment Permit* from the SBOE throughout the course of this Agreement that will allow the DISTRICT to self-accrue use tax on out-of-state purchases and directly remit such use tax to the SBOE. The DISTRICT shall during the term of this Agreement make reasonable efforts to obtain and maintain any other permits from the SBOE necessary for it to self-accrue use tax on out-of-state purchase and directly remit such use tax to the SBOE.

II. **TAX SHARING**

CITY agrees to share with DISTRICT 50% of the use tax received as a result of DISTRICT out-of-state purchases for which DISTRICT self-accrues use tax, directly remits it to the SBOE, and allocates it to the CITY. The use tax revenue sharing payment from CITY to DISTRICT shall be net of the amount CITY would have otherwise received from the Sacramento County pool allocation for the respective quarter absent self-accrual, direct remitting to SBOE, and allocation to CITY by the DISTRICT. The payment from CITY to DISTRICT shall be further conditioned upon the following events:

- CITY's actual receipt of use tax resulting from DISTRICT purchases, which is expected to occur in the quarter following submission a use tax return by the DISTRICT;
- DISTRICT providing CITY with a copy of the use tax return filed for the quarter for which the use tax pertains;
- CITY confirmation of receipt of use tax resulting from DISTRICT purchases.

Once the above conditions have been satisfied, CITY shall remit the use tax revenue sharing payment to DISTRICT within 30 days.

III. **TERM AND TERMINATION**

This AGREEMENT shall continue in full force and effect until terminated by either party by giving 30 days advance notice.

Upon termination by either party, CITY shall make a final quarterly payment for the calendar quarter during which the AGREEMENT is terminated.

IV. REFUND OF TAX SHARING PAYMENT

DISTRICT and CITY understand and agree that this AGREEMENT is based on existing law, and that such law may be substantially amended in the future. In the event that state law, including regulations of the SBOE, are amended in the future, and those amendments render this AGREEMENT void and require that CITY refund or return any funds to the SBOE which were received by CITY as a result out of state purchases by DISTRICT then, unless otherwise mutually agreed to in writing, DISTRICT shall immediately refund to CITY those tax revenue sharing payments.

V. INDEMNIFICATION

DISTRICT shall indemnify, defend with counsel selected by the CITY, and hold harmless CITY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from this AGREEMENT caused by any negligent or willful act or omission of DISTRICT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of DISTRICT.

CITY shall indemnify and hold harmless DISTRICT, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from this AGREEMENT caused by any negligent or willful act or omission of CITY, its officers, agents, employees, or anyone directly or indirectly acting on behalf of CITY.

VI. MUTUAL DEFENSE OF AGREEMENT

If the validity of this Agreement, or any of its terms, is challenged in any legal, judicial, or administrative action by a party other than SMFD or CITY, the parties agree to defend jointly against the legal challenge. Each party will share equally in the costs related to such defense, including attorneys' fees, legal costs, expert fees and such other costs associated with the action. Each party shall have the equal right to control the defense of the action, including but not limited to the equal right to select counsel, and develop and/or approve defense strategies or courses of action. Further, the parties agree to share equally any award of damages, fees, assessments, attorneys' fees, costs or consequential or incidental damages or costs awarded against the parties or either of them.

VII. GOVERNING LAW AND VENUE

The laws of the State of California shall govern this AGREEMENT. Venue for any action regarding this AGREEMENT shall be in the Superior Court of the County of Sacramento.

VIII. ATTORNEYS' FEES

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

IX. AMENDMENTS

No modification or amendment of this AGREEMENT is effective unless made in writing and signed by both the CITY and DISTRICT.

X. NOTICE

Any notice that either party hereto may, or is required to, give the other pursuant to this AGREEMENT shall be in writing and shall be either personally delivered, or sent by certified mail, return receipt requested, addressed as follows:

TO DISTRICT

FIRE CHIEF
Sacramento Metropolitan Fire District
10545 Armstrong Ave., Suite #200
Mather, CA 95655

TO CITY

CITY MANAGER
City of Rancho Cordova
2729 Prospect Drive
Rancho Cordova, CA 95670

XI. WAIVER

The waiver of any breach of a specific provision of this AGREEMENT does not constitute a waiver of any other breach of that term or any other term of this AGREEMENT.

XII. ENTIRE AGREEMENT

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

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

CITY OF RANCHO CORDOVA

**SACRAMENTO METROPOLITAN
FIRE DISTRICT**

By: _____

By: _____

Ted A. Gaebler, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

BY: _____

Adam U. Lindgren, City Attorney

Legal Counsel

Date: _____

Date: _____

ATTEST:

ATTEST:

Mindy Cuppy, CMC, City Clerk

Clerk of the Board

Date: _____

Date: _____

1955496.1

MEMORANDUM



DATE: September 4, 2012

TO: Honorable Mayor and Council Members

FROM: Ted Gaebler, City Manager

SUBJECT: **A RESOLUTION APPROVING THE FIRST RESTATED AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS, NAVE, RIBACK, SILVER & WILSON**

RECOMMENDATION

Adopt Resolution No. 88-2012.

RESULT OF RECOMMENDED ACTION

At the conclusion of the City Attorney 2012 evaluation, the City Council directed the Mayor and Vice Mayor to meet with the City Attorney to discuss an appropriate adjustment in rates. In July and August, the Mayor and Vice Mayor met with the City Attorney, City Manager and Assistant City Manager. The Mayor and Vice Mayor asked a number of questions, addressed to both the City Attorney and City Manager's Office. The Mayor and Vice Mayor were both satisfied with, and recommend, the rate update described in the attached memorandum from Meyers Nave. The requested rate update is both below the change in inflation over the course of the City's contract with Meyers Nave, and within or below current market rates.

Meyers Nave submitted the attached memorandum dated August 23, 2012, and requested that the Restated Agreement for Legal Services be approved. I have reviewed the memorandum. The request is reasonable. I recommend approval of the Restated Agreement. The City Council authorizes the Mayor to sign on their behalf.

BACKGROUND

Meyers, Nave, Riback Silver & Wilson ("Meyers Nave") serves the City as the contract City Attorney for the City of Rancho Cordova. Meyers Nave has consistently received highly positive performance evaluations from the City Council. The attached memorandum from Meyers Nave provides additional information regarding this item.

MOTION

I move that the City Council adopt Resolution No. 88-2012 approving the First Restated Agreement for Legal Services between the City and Meyers Nave.

ATTACHMENTS

1. Memorandum to the City Council from Adam Lindgren dated August 23, 2012
2. Resolution No. 88-2012 including **Exhibit A** - First Restated Agreement for Legal Services (proposed)

1957146.1

ATTACHMENT 1

Adam U. Lindgren
Attorney at Law
 alindgren@meyersnave.com

555 Capitol Mall, Suite 1200
 Sacramento, California 95814
 tel 916.556.1531
 fax 916.556.1516
 www.meyersnave.com

**MEMORANDUM**

DATE: August 23, 2012
TO: City Council
FROM: Adam U. Lindgren
COPY: Ted Gaebler, City Manager
RE: **City Attorney rate update**

Meyers Nave serves the City as the contract City Attorney and General Counsel for the Successor Agency for the Community Redevelopment Agency.

Since it was hired in 2003, Meyers Nave has consistently received highly positive performance evaluations from the City Council. Over the same period, Meyers Nave has requested and received three rate updates based on changes the generally accepted index of inflation the Consumer Price Index or "CPI." There have been many years in which Meyers Nave has not asked for or received a CPI increase. For this reason, current rates are well below CPI adjusted levels.

Following an additional highly positive performance evaluation this year, Meyers Nave is requesting a CPI based rate update. The amount requested is just below the CPI over the period of Meyer's Nave's service as City Attorney (July 2003 to present). In order to support the City's economic development goals, the proposed rate increase also includes a discounted rate for the "cost recovery rate" that the City charges to developers for work the City Attorney does on major land use development projects.

At the conclusion of the City Attorney evaluation, the City Council directed the City Manager to place a rate increase for Meyers Nave on the City Council agenda, after a proposal had been discussed with the Mayor, Vice Mayor with the City Manager. We have done so. This proposal and detailed supporting information has been the subject of two one-hour meetings with the Mayor, Vice Mayor, City Manager and Assistant City Manager. The Mayor and Vice Mayor worked hard, asked questions, and received answers. The Mayor and Vice Mayor support the proposal and recommend that the City Council approve it. The data Meyers Nave discussed with the Mayor, Vice Mayor and City Manager included:

To: City Council
From: Adam U. Lindgren
Re: Cost recovery rate adjustment
Date: August 23, 2012
Page: 2

Many contracts for legal services provided by other law firms to other cities throughout our region include an automatic annual CPI rate adjustment.

Most recently negotiated contract city attorney contracts in the region have significantly higher general counsel rates than Meyers Nave's current or proposed general counsel rate with the City of Rancho Cordova.

The effective actual per hour cost of in-house city attorneys of a number of cities in the region appears to be higher than Meyers Nave's current or proposed general counsel rate.

A number of cities in the region have cost recovery rates that exceed \$300 per hour for senior attorneys.

The City Council will recall that earlier this year, as part of the purchasing ordinance, the City Council decided that contracts would be restated rather than amended a fourth time. Consistent with that policy, this change is in the form of a "First Restated Agreement" rather than a "Fourth Amendment." There are no changes to the existing approved contract other than the above described rate update.

This update relates only to the cost per hour of legal services. The total amount that the City pays for Meyers Nave's legal services has declined dramatically. Meyers Nave has and will continue to be at or under the fiscally prudent budgets established by the City Council.

The specific, CPI based, updated rates are as follows:

General City Attorney Services:

All Attorneys: \$215 per hour (previous rate: \$200)
Paralegal Services: \$105 per hour (previous rate: \$100)

Special Counsel Services (Special Counsel Services include redevelopment, labor and employment and telecommunications):

All Attorneys: \$250 per hour (previous rate: \$230)
Paralegal Services: \$110 per hour (previous rate: \$105)

Litigation:

Senior Principal: \$305 per hour (previous rate: \$290)
Junior Principal: \$275 (previous rate: \$255)
Senior Associate: \$245 (previous rate: \$225)

To: City Council
From: Adam U. Lindgren
Re: Cost recovery rate adjustment
Date: August 23, 2012
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Junior Associate: \$215 (previous rate: \$200)
Paralegal Services: \$120 (previous rate: \$115)

Cost Recovery (all legal work chargeable to third party applicants of the City):

Senior Principal: \$290 per hour (previous rate: \$290) – no change
Junior Principal: \$285 per hour (previous rate: \$280)
Senior Associate: \$260 per hour (previous rate: \$250)
Junior Associate: \$235 per hour (previous rate: \$225)
Paralegal Services: \$135 per hour (previous rate: \$135)

CPI Adjustment in July 2013 and June 2014

All of the foregoing rates shall automatically be adjusted effective July 1st of 2013 and 2014 to reflect the percentage change in the Consumer Price Index - Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose between February of the preceding year and February of the then current year, provided however, that the reported change in each category shall be rounded up or down to the nearest \$5 per hour.

1957141.1

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 88-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST RESTATED AGREEMENT
FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS, NAVE,
RIBACK, SILVER & WILSON**

WHEREAS, Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") was hired by the City to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 ("Agreement"); and

WHEREAS, City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006, November 6, 2006, and February 16, 2010; and

WHEREAS, City and Meyers Nave desire to once again amend the Agreement as set forth in this First Restated Agreement for Legal Services ("Restated Agreement"); and

WHEREAS, the City Council has agreed that the Mayor shall execute on behalf of the Council all legal documents. This Restated Agreement is executed and entered into by the Council in their capacities as such and not as individuals.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the Mayor to execute the First Restated Agreement for Legal Services between the City and Meyers Nave, attached hereto as **Exhibit A**.

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

1957142.1

EXHIBIT A**FIRST RESTATED AGREEMENT FOR LEGAL SERVICES**

This First Restated Agreement for Legal Services ("Restated Agreement") is made and entered into as of September 4, 2012 by and between the City of Rancho Cordova, a municipal corporation, in the State of California, acting by and through its City Council, (hereinafter "City") and Meyers, Nave, Riback, Silver & Wilson, a professional corporation (hereinafter "Meyers Nave").

RECITALS

WHEREAS, Meyers Nave was hired by the City to provide legal services as described in the initial Agreement for Legal Services dated February 24, 2003 ("Initial Agreement").

WHEREAS, City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006, November 6, 2006, and February 16, 2010 to amend the appointments and compensation provided under the Agreement.

WHEREAS, City and Meyers Nave now desire to update and restate the Agreement for Legal Services as set forth in this First Restated Agreement for Legal Services ("Restated Amendment").

WHEREAS, The City Council has agreed that the Mayor shall execute on behalf of the Council all legal documents. This Restated Agreement is executed and entered into by the Council in their capacities as such and not as individuals.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

City hereby appoints and retains Adam U. Lindgren, a Principal in the firm of Meyers Nave (hereinafter "Attorney"), as City Attorney for the City of Rancho Cordova. Meyers Nave agrees to faithfully represent the legal interests of City during the term of this Restated Agreement. City hereby appoints and retains Jose M. Sanchez, an Associate in the firm of Meyers Nave, as Assistant City Attorney.

2. Attorney's Services.

Meyers Nave shall provide, through the services of Adam U. Lindgren and Jose M. Sanchez, and those of such other attorneys of Meyers Nave as Attorney shall determine and direct, all legal services usually and normally performed by City Attorneys, and specifically those duties and services described in Government Code sections 41801, 41802, and 41803.5. Such services shall include, but not be limited to:

- a. Attendance at City Council meetings, unless excused by the Mayor;
- b. Preparation of ordinances, resolutions, leases, contracts or other legal documents;

- c. Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the City Council, boards, commissions or officers;
- d. Rendering legal advice (both oral and written) to members of the City Council, commissions, boards, and to the City Manager, department heads and employees with respect to City matters;
- e. Negotiating and/or rendering advice with respect to negotiations pertaining to City's contracts, leases and memoranda of understanding;
- f. Representing City in litigation and/or arbitration or other judicial, administrative or quasi-judicial proceedings;
- g. Furnishing legal services for assessment district or bond proceedings as issuer's counsel;
- h. Furnishing legal services to the Successor Agency to the Rancho Cordova Community Redevelopment Agency, and other agencies, commissions or entities which are not operated as an integral part of City, but which are or may be created by City as independent agencies; and
- i. All other legal services customarily associated with a general counsel or special counsel.

Attorney shall work with the City Manager as appropriate to insure that legal assignments are necessary, accomplished in a cost-effective manner, and completed in a reasonable and timely manner.

All Attorney work-product shall be made available to the City in the proper electronic format and with compatible word processing software.

3. Independent Contractor.

Meyers Nave shall provide legal services to City as an independent contractor, with control over its offices, hours, support staff and other matters except as provided herein.

4. Compensation.

City shall compensate Meyers Nave on an hourly basis in accordance with the terms and conditions of this Agreement in the following amounts:

- a. For general City Attorney services, a rate of \$215 per hour. Paralegal services at a rate of \$105 per hour.
- b. For all special counsel services, a rate of \$250 per hour for attorneys. Paralegal services at a rate of \$110 per hour. Special counsel services include the wind-down of redevelopment, labor and employment and telecommunications.
- c. For litigation services, a rate of \$305 per hour for Senior Principal; \$275 for Junior Principal; \$245 for Senior Associate; and, \$215 for Junior Associate. Paralegal services at a rate of \$120 per hour.

- d. For cost-recovery services (all legal work chargeable to third party applicants of the City), a rate of \$290 per hour for Senior Principal; \$285 per hour for Junior Principal; \$260 for Senior Associate; and \$235 for Junior Associate. Paralegal services at a rate of \$135 per hour.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as document duplication, facsimile charges, postage, and mileage shall not be separately billed, but shall be billed as a surcharge of 3% of each invoice. Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. There shall be no charge for travel to regular City Council or regular City Staff meetings. Any travel costs charged shall be billed at one-half the applicable hourly rate.

Meyers Nave shall establish separate accounts and billing numbers for specific subject matters, municipal departments, distinct services and litigation in order to permit accurate accounting of legal costs associated with such separate matters. Billing narrative shall adequately describe the nature of the work performed, the billing attorney and the amount of time expended.

City shall establish by appropriate fee schedule, permit and processing fees adequate to reimburse City for legal costs incurred but reimbursable by third parties seeking entitlements, permits or licenses.

5. CPI Adjustment. All of the above-referenced rates shall be automatically adjusted effective July 1st of 2013 and 2014, to reflect the percentage change in the Consumer Price Index - Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose between February of the preceding year and February of the then current year, provided however, that the reported change in each category shall be rounded up or down to the nearest \$5 per hour.

6. Billing Invoices.

Invoices for legal services shall be paid within thirty days of receipt.

7. No Assignment.

This Restated Agreement is entered into by City and Meyers Nave and, except as set forth herein, the rights and obligations of Attorney may not be assigned or delegated to any other attorney of Meyers Nave without express written consent of the City Council. This Restated Agreement is not assignable.

8. Termination of Services.

City may terminate services of Meyers Nave at any time upon 30-days written notice. After receiving such notice and within the 30-day period, Meyers Nave will cease providing services in

a manner which protects the City's interest to the greatest degree possible. Meyers Nave will cooperate with City in the orderly transfer of all related files and records to City's new counsel.

Meyers Nave may terminate services at any time with City's consent or for good cause. Good cause exists if: (a) any statement is not paid within 60 days of its date; (b) City fails to meet any other obligation under this Restated Agreement and continues in that failure for 15 days after Meyers Nave sends written notice to City; (c) City has misrepresented or failed to disclose material facts to Meyers Nave, refused to cooperate with Meyers Nave, refused to follow advice of Meyers Nave on a material matter, or otherwise made representation by Meyers Nave unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If Meyers Nave terminates its services, City agrees to execute a substitution of attorneys promptly and otherwise cooperates in effecting that termination.

Termination of Meyers Nave services, whether by City or by Meyers Nave, will not relieve the obligation to pay for services rendered and costs incurred before Meyers Nave services formally ceased.

9. Insurance.

During the term of this engagement, Meyers Nave shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$1,000,000 per occurrence; and \$2,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to City or unless commercially unavailable.

10. No Guarantee of Outcome.

Any comments made by Meyers Nave about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results. Meyers Nave shall exercise the standard of care commensurate with its profession and shall comply with all applicable Federal, State and local laws, codes and regulations.

11. Entire Agreement; Full Understanding; Modifications in Writing.

This Restated Agreement contains the entire agreement about Meyers Nave representation. Any modifications or additions to this Restated Agreement must be made in writing.

12. Joint Representation.

Meyers Nave maintains *of counsel* agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that City consent to dual representation by Meyers Nave and the specialist in the event the matter which City has engaged Meyers Nave to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of

City's legal services, rather it is an ethical requirement that Meyers Nave disclose this fact and that City consent. City is consenting by signing this Restated Agreement.

13. Effective Date.

This Restated Agreement shall be effective as of the date signed herein. Annually on or about the anniversary date hereof the City may review the terms of this Restated Agreement and the performance of services by Attorney.

14. Personal Liability.

No personal liability whatsoever shall attach to the party executing this Restated Agreement on behalf of the City. The obligations of this Restated Agreement shall be assumed and ratified by the City. Should this Restated Agreement not be so assumed and ratified, no member of the City Council shall be personally responsible for any monetary obligation under the terms of this Restated Agreement.

IN WITNESS WHEREOF, the parties have executed this First Restated Agreement the day and year set forth below.

DATED: _____

David Sander, Mayor
City of Rancho Cordova

DATED: _____

Adam Lindgren, Principal
Meyers, Nave, Riback, Silver & Wilson

1957736.1

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

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