



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

Monday, September 17, 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

2012

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

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

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

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

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

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

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

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

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

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

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

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

CITY HALL CLOSURE DATES

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
Wed, Dec 26 - Mon, Dec 31 Winter Break

2013 - Proposed

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

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

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

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

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

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

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

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

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

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

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

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

CITY HALL CLOSURE DATES

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

2014 - Proposed

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

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

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

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

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

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

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

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

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

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

November						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29



**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, September 17, 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

David Bridges, St. Clement's Episcopal Church of Rancho Cordova, will give the invocation.

5. PRESENTATIONS

- 5.1 Recognition of Council Member 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:** September 4, 2012 Regular Meeting Minutes
Recommendation: Adopt minutes.
- 8.2 **Subject:** Resolution Awarding Construction Contract to Central Valley Engineering & Asphalt, Inc. for the 2012 Street Rehabilitation Project in an Amount of \$2,040,488
Recommendation: Adopt Resolution No. 90-2012.
Result of Recommended Action: Adoption of this resolution would award a construction contract to Central Valley Engineering & Asphalt, Inc., the lowest responsive bidder, who would perform work on the 2012 Street Rehabilitation Project.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, and 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** McKesson Data Center Major Design Review; Project No. DD7311 - Located at 11000 Trade Center Drive
Recommendation: Adopt Resolution No. 91-2012.
Result of Recommended Action: Adoption of this resolution will allow the applicant to construct a ground floor building addition on the north side of the building of approximately 2,600 square feet and an addition to the existing roof penthouse, occupying the existing building footprint, of approximately 19,000 square feet. Both additions are necessary to house mechanical equipment to cool computer rooms in the data center.
Staff Report: Paul Junker, Planning Department
Advances Goal: 1.
- 9.2 **Subject:** Warehouse Market, LLC Letter of Public Convenience and Necessity; Project No. 7619 - Located at 10385 Folsom Boulevard
Recommendation: Adopt Resolution No. 92-2012.
Result of Recommended Action: Adoption of this resolution will allow applicant to sell alcohol at its store located at 10385 Folsom Boulevard. This will provide Warehouse Market customers the ability to purchase alcoholic beverages, along with all the other shopping items in one stop.
Staff Report: William Campbell, Planning Department
Advances Goals: 2 and 6.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Resolution Adopting the 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation: Adopt Resolution No. 93-2012.

Result of Recommended Action: The CAPER, which is an annual end of year report required by HUD, will be submitted to the US Department of Housing and Urban Development (HUD) in accordance with HUD requirements and timelines. Timely submission of the CAPER will ensure that the City continues to be eligible for CDBG future funding.

Staff Report: ReJessica Hayes and Dana Grossi, Housing Division.

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

GROWING STRONG NEIGHBORHOODS

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Preliminary Discussion Regarding Electrified Fence Zoning Code Amendment – Project DD7552

Recommendation: Consider staff's presentation and identify any issues and concerns related to amending the Zoning Code provisions related to electrified fences.

Result of Recommended Action: This briefing will assist with identifying key issues and updating the City Council on a request to amend the City's Zoning Code.

Staff Report: Paul Junker, Planning Department

Advances Goals: 2, 4.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. OPEN SESSION - REPORT FROM CLOSED SESSION

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

- 13.1 Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al.; Sacramento Superior Court Case No. 34-2009-000443404. City of Rancho Cordova v. Simon Building, LLC, et al; Sacramento Superior Court Case No. 34-2009-00032782.

14. CITY MANAGER'S REPORT

15. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
<i>Tuesday, September 25, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – Economic Development Action Plan and Branding</i>
<i>Monday, October 1, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session 5:30 p.m. Regular Meeting</i>
<i>Tuesday, October 9, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>
<i>Monday, October 15, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Monday, November 5, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting</i>
Monday, November 12, 2012	VETERAN'S DAY HOLIDAY – CITY HALL CLOSED
<i>Tuesday, November 13, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – City Manager's and Departments Evaluation</i>
<i>Monday, November 19, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
Thursday and Friday, November 22-23, 2012	THANKSGIVING HOLIDAY – CITY HALL CLOSED
<i>Monday, December 3, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting</i>
<i>Tuesday, December 11, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>
<i>Monday, December 17, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
Monday and Tuesday December 24 -25, 2012	CHRISTMAS EVE AND CHRISTMAS DAY – CITY HALL CLOSED
Wednesday through Monday, December 26 - 31, 2012	WINTER BREAK – CITY HALL CLOSED

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, September 17, 2012 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on September 13, 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 September 13, 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**

Tuesday, September 04, 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 5:35 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Cooley

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Chinn, Silva, Haven, Flory, Grossi, Hayes, Snipes, Behrends, Blair, Richeal

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

Diann Rogers led the pledge.

4. INVOCATION

Pastor Samuel Brown-Dawson, Center of Praise Ministries, gave the invocation.

5. PRESENTATIONS

Mayor Sander announced that the following presentation will be presented at the September 17 Council meeting.

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

6. PUBLIC COMMENT

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

- Diann Rogers thanking Council for support for the Rancho Cordova Chamber Business Expo

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; (City Attorney, Adam Lindgren recused himself from Agenda Item 8.4 due to financial interest), Council approved the Consent Calendar.
Carried by a 4:0 roll call vote. (Cooley absent)

- 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

NONE.

13. CITY MANAGER'S REPORT

Reed Flory, Jessica Hayes, and Dana Grossi gave the following Housing Services update to Council:

- Division accomplishments
- Planned projects – Construction oversights
- Housing element
- Community Development Block Grant

- Ongoing programs

City Manager Ted Gaebler reported on:

- Upcoming California Capital Airshow on Saturday and Sunday, September 8 and 9

14. ADJOURNMENT

Mayor Sander adjourned the regular meeting at 6:39 PM in memory of Dewey Guerra, Gene Albaugh and others.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board Room at 6:43 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Cooley

Staff Members Present: Gaebler, Lindgren, Cuppy, Chinn, Silva

16. CLOSED SESSION

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 Council authorizes the City to enter into a settlement agreement with Sacramento County regarding property tax administration.

18. ADJOURNMENT

Mayor Sander adjourned the closed session at 6:49 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: September 17, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING CONSTRUCTION CONTRACT TO CENTRAL VALLEY ENGINEERING & ASPHALT, INC. FOR THE 2012 STREET REHABILITATION PROJECT IN AN AMOUNT OF \$2,040,488**

RECOMMENDATION

Adopt Resolution 90-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would award a construction contract to Central Valley Engineering & Asphalt, Inc., the lowest responsive bidder, who would perform work on the 2012 Street Rehabilitation Project. Work performed under this contract consists of furnishing all labor, materials, and equipment for doing all work necessary for placement of sidewalk along Zinfandel Drive from Chassella Way to Beclan Drive as well as asphalt pavement removal and repair, asphalt surface treatment and for placement of pavement striping within the limits of work on Folsom Boulevard, International Drive and Zinfandel Drive.

ADVANCES GOALS 1, 2, and 5

BACKGROUND

Two (2) contractors bid on the project. The contract documents specify that the award of a contract will be based on the lowest base bid. The base bid includes placement of sidewalk along both sides of Zinfandel Drive from Chassella Way to Beclan Drive and asphalt pavement removal and repair, asphalt surface treatment and striping on International Drive from Mather Field Road to Zinfandel Drive. Two bid alternates were provided in the bid documents to include asphalt pavement removal and repair, asphalt surface treatment and striping on Folsom Boulevard between Kilgore Road and Sunrise Boulevard and Zinfandel Drive from International Drive to Folsom Boulevard.

The lowest responsive base bid was \$1,485,396 and the high base bid was \$1,694,862. The bid summary sheet is provided as Attachment 1.

Staff also recommends accepting both of the bid alternates. Bid Alternate 1 is for \$65,331 to provide repairs and surface treatment to a portion of Folsom Boulevard near Sunrise Boulevard. Bid Alternate 2 is for \$489,762 to provide asphalt repairs and surface treatment for Zinfandel Drive from International Drive to Folsom Boulevard. The total contract amount would be \$2,040,448.

Construction funding for this project comes from two federal grants. The first is from a grant in the Federal Regional Surface Transportation Program (RSTP), and the second is from the Congestion Mitigation and Air Quality Improvement Program (CMAQ).

ATTACHMENTS

1. Bid Summary Sheet
2. Resolution 90-2012 including Exhibit 1A – Contract No. 71-2012



2012 Street Rehabilitation Project CP12-2104

Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
September 6, 2012 at 2:00 PM

	Contractor	Base Bid Total	Alternate 1 Bid Total	Alternate 2 Bid Total	Proposal Signed	Contractors License	List of Subs	Equal Employment	Public Contract Code	Non-Collusion	Debarment & Suspension	Non-Lobbying Certification	Bidder's Bond	Child, Family Support	Addendum 1	Addendum 2
A	Granite Construction Company	\$1,694,861.50	\$59,293.00	\$365,965.50	X	X	X	X	X	X	X	X	X	X	X	X
B	Central Valley	\$1,485,395.45	\$65,331.02	\$489,761.55	X	X	X	X	X	X	X	X	X	X	X	X
C																
D																
E																
F																
G																
H																
I																
J																
K																
L																

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

AGENDA ITEM 8.2

Aimee Kellerman

Aimee Kellerman, Administrative Secretary

9/7/12

Date

CITY OF RANCHO CORDOVA

RESOLUTION NO. 90-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CENTRAL
VALLEY ENGINEERING & ASPHALT, INC FOR THE CONSTRUCTION OF THE 2012
STREET REHABILITATION PROJECT**

WHEREAS, the project was advertised in The Grapevine Independent on August 10, 17, and 24, 2012; and

WHEREAS, the bids were publicly opened on September 6, 2012 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, two bid alternates were provided in the bid documents to include asphalt pavement removal and repair, asphalt surface treatment and striping on Folsom Boulevard between Kilgore Road and Sunrise Boulevard and Zinfandel Drive from International Drive to Folsom Boulevard; and

WHEREAS, Central Valley Engineering & Asphalt, Inc. submitted the lowest base bid, in the amount of \$1,485,396; and

WHEREAS, staff recommends accepting both bid alternates for \$65,331 and \$489,762; and

WHEREAS, the City recommends award the 2012 Street Rehabilitation project to the lowest responsive bidder, Central Valley Engineering & Asphalt, Inc., in the amount of \$2,040,488; 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 Central Valley Engineering & Asphalt, Inc. (**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 CENTRAL VALLEY ENGINEERING & ASPHALT, INC
FOR THE 2012 STREET REHABILITATION PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. ("Contractor") as of September 17, 2012.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for 2012 Street Rehabilitation 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 August 10, 17, and 24, 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. 71-2012, 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: **two million forty thousand four hundred eighty eight dollars (\$2,040,488)**. 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:

James Castle
Central Valley Engineering & Asphalt, Inc
216 Kenroy Lane
Roseville, CA 95678
(916) 791-1609

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

James Castle, CFO

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

**CITY OF RANCHO CORDOVA
2012 STREET REHABILITATION PROJECT
CP12-2104**

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 determined based on Base Bid Amount 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 **ONE HUNDRED (100) 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 **Five Hundred Dollars (\$500) per working day**.

NOTICE FOR BONDS AND INSURANCES

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

In the event that hazardous materials are identified prior to construction, or are encountered as an unforeseen condition during construction, the Contractor shall, if necessary, procure and maintain Environmental Liability Insurance as set forth in Section 3-9 of the Standard Construction Specifications. It is acceptable for an environmental Sub-Contractor to provide the required coverage provided the prime Contractor and the City of Rancho Cordova ("City") are named as "additional insured" and the policy meets the requirements of Section 3-9 of the Standard Construction Specifications.

LABOR NONDISCRIMINATION

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

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

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

PREVAILING WAGE

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.

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.

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 of Rancho Cordova may exercise the remedies provided under Pub Cont Code § 4110. The City of Rancho Cordova may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

RETENTION TO ENSURE PERFORMANCE

Five percent (5%) of each progress payment will be retained until the work has been completed and accepted by the Public Works Director of the City of Rancho Cordova. After fifty percent (50%) of the work has been completed, including approved change orders, the Contractor may request that remaining progress payments be made in full and not subject to further withholding of retention. The City will review the progress to date and the remaining work. If it appears that the work will be successfully completed and is progressing on schedule, the City will process subsequent progress payments in full. However, the City reserves the right to withhold 5%

retention on any subsequent progress payment if in the opinion of the City the work is no longer progressing on schedule.

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.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

This section applies if a number of trainees or apprentices are specified in the special provisions. As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement. If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Agency:

- Number of apprentices or trainees to be trained for each classification
- Training program to be used
- Training starting date for each classification

Obtain the Agency's approval for this submitted information before you start work. The Agency credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Agency and FHWA approves a program if one of the following is met:

It is calculated to:

Meet the your equal employment opportunity responsibilities.

Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.

It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the Agency's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Agency reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

For on-site training.

For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

- Contribute to the cost of the training.
- Provide the instruction to the apprentice or trainee.
- Pay the apprentice's or trainee's wages during the off-site training period.

If you comply with this section, "Training" each apprentice or trainee must:

- Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
- Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

- Copy of the program you will comply with in providing the training.
- Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section, "Training."

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 consists of furnishing all labor, materials, and equipment for removal and replacement of designated areas of Folsom Boulevard and international Drive pavement with Type A, Asphalt and microsurfacing and for curb, gutter and sidewalk improvements, drainage improvements and thermoplastic striping and markings and other incidental work to be completed on Folsom Boulevard, International Drive and Zinfandel Drive within the limits of work shown on the Plans. Sidewalk and sidewalk ramp improvements are to comply with Americans with Disabilities Act (ADA), Title 24 and City of Rancho Cordova Standards.

The nature of this project dictates that the limits of pavement repair, microsurfacing, sidewalk removal, storm drainage improvements, striping and markings may vary from the Plans, as directed by the Engineer. The Contractor shall coordinate with the Engineer throughout the Project to accommodate any adjustments, as deemed necessary by the Engineer.

Permanent traffic signs shall be installed by City forces, as necessary, at the completion of the project.

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 May 2006 and the 2010 State of California Department of Transportation Standard Plans.

If there is a conflict between the Plans and Special Provisions prepared for this Contract and the Standard Plans and Specifications referenced herein the more stringent Plans and Specifications shall, in general, control. If there is a discrepancy between the State Standards Plans and Specifications and the (County of Sacramento) Standard Construction Specifications and the (County of Sacramento) Improvement Standards the (County of Sacramento) Standard

Construction Specifications and the (County of Sacramento) Improvement Standards shall control.

If there is a discrepancy between the Project Plans and these Special Provisions the Special Provisions shall control. If there is a discrepancy between these Special Provisions and the Standard Construction Specifications these Special Provisions shall control. Dimensioned and detailed Plans and Standard Drawings shall control over scaled drawings.

CODES AND LEGAL REQUIREMENTS

- A. With the exceptions of the May 2006 State Specifications and 2010 State Standard Plans 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.

CONSTRUCTION STAKING

Construction Staking shall be provided by the City of Rancho Cordova (City) in accordance with Section 5-9 of the Standard Construction Specifications. Licensed land surveyors and engineers under contract to the City shall conduct the construction staking. The Contractor shall coordinate construction staking requirements with the Engineer. Requests for staking shall be submitted to the Engineer not less than 48 hours prior to the time that field staking is needed.

Construction staking shall be provided one time only. The Contractor will be responsible for the cost of replacement or restoration of stakes and marks that, in the judgment of the City, were carelessly or willfully destroyed, damaged or rendered unusable by the Contractor's operations.

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 Special Provisions, shall be assessed if the Working 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 Erosion and Sediment Control Plans, prepared by the Contractor, are 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.

Three (3) calendar days prior to beginning work on Zinfandel Drive Sidewalk Improvements, the Contractor shall be required to notify adjacent residents / businesses. Residents / businesses shall be notified with a City supplied door hanger. The Contractor shall be responsible for inserting the date on which a section of sidewalk (and driveways) are to be constructed. The door hangers will advise residents / businesses of parking and irrigation restrictions during and immediately in advance of the construction of proposed improvements. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. At the preconstruction meeting the Contractor shall be given 500 door hangers for the Zinfandel Sidewalk Improvement Project. It is the Contractor's responsibility to obtain, at his expense, additional door hangers.

Door hangers shall be placed before 1:00 PM three days before beginning work to allow sufficient time for City inspection of the hangers.

The Contractor shall not be allowed to begin work until the residents / businesses within the work area have been notified. The Contractor shall submit for the Engineer the street addresses, the time, and the date the notices were placed prior to commencing work. The Contractor is responsible for providing on the notice the Contractor's contact phone number(s) to be reached by the residents / businesses after hours and on weekends.

So as not to inconvenience residents / businesses located on Zinfandel Drive within the limits of the Zinfandel Drive Sidewalk Improvements the Contractor shall schedule work to construct new sidewalks and to remove and replace existing driveways along only one side of the street at any one time.

Full compensation for advance notification to residents / businesses shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

As further described in the "Progress Schedule" and the "Existing Utilities" sections of the Special Provisions the Contractor shall schedule as an early milestone pavement removal and repair work on Folsom Boulevard. The Contractor is further advised that existing PG&E gas mains and Golden State Water mains may be in potential conflict with proposed Project improvements. Utility coordination and potholing shall therefore also be completed as an early milestone in the Project Schedule.

STORM WATER POLLUTION CONTROL

Storm 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 permit 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, Sacramento Municipal Utilities District, Pacific Gas & Electric, Cal American Water Company, Golden State Water Company, Sacramento Area Sewer District, Sacramento County Municipal Services Agency and Sacramento County Department of Transportation.

Utility company representatives are listed on the title sheet of the 2012 Street Rehabilitation Project 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 unreasonably delay access to or from private residential driveways. The Contractor, under circumstances within his control, will complete construction in a timely and diligent manner. The Contractor is referred to the "Order of Work" Section and these Special Provisions regarding advance notifications to Project area residents / businesses. The Contractor shall not be allowed to impact or restrict use of any residential or business driveways for more than 48 hours. To meet this schedule the Contractor may submit, for approval by the Engineer, high strength or early strength concrete mixtures or high strength or early strength concrete accelerators or additives.

Work is to be constructed within existing public rights-of-way and within limits of Temporary Construction Agreements as 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 and within Temporary Construction Agreement areas 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 and within the limits of Temporary Construction Agreements secured for this work.

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.

The Contractor shall schedule the completion of the pavement removal and repair work on Folsom Boulevard as an early milestone of the Project.

The Contractor is also advised that coordinating with PG&E for the removal and / or relocation of gas mains in conflict with Zinfandel Drive and Folsom Boulevard drainage laterals could take as long as 6 to 8 weeks. Golden State Water could also require several weeks to relocate water mains in conflict with Zinfandel Drive drainage laterals. The Contractor shall, therefore, schedule, as an early milestone, the completion of utility identification and potholing required to complete the Zinfandel Drive Sidewalk and Folsom Boulevard improvements.

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 will be required.

As noted above, existing PG&E mains and Golden State Water mains may be in potential conflict with proposed Project improvements.

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 paved, or microsurfaced, 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 or microsurfaced operations are complete. 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.

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.

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.

TRAFFIC MAINTENANCE

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 bicycle access. Additionally, the traffic control plan shall address traffic signal operation for any work performed within 200 feet of a signalized intersection.

An anticipated approach speed of 45 mph shall be used for Folsom Boulevard and International Drive Traffic Control Plans. An approach speed of 35 mph shall be used for Zinfandel Drive Traffic Control Plans.

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.

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

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 and no additional compensation shall be allowed therefore.

PORTABLE CHANGEABLE MESSAGE SIGN (S)

Portable changeable message sign(s) shall be furnished, placed, operated, and maintained during all work which requires a lane closure and as designated by the Engineer and shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Special Provisions.

The Contractor shall demonstrate that the portable changeable message signs are fully operational prior to beginning any work of this contract that requires a lane closure.

Full compensation for demonstration that the portable changeable message signs are fully operational prior to use shall be considered as included in the contract unit price paid for Portable Changeable Message Sign(s) and no additional compensation will be allowed therefore.

CLEARING AND GRUBBING

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

All City of Rancho Cordova traffic signs that are affected by the work shall be relocated by the City and maintained by the Contractor in accordance with Section 12-3 of the Standard Construction Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore. All non-City of Rancho Cordova or Sacramento County signs that are within public rights-of-way or temporary construction agreement areas and are affected by the work shall be removed and disposed of by the Contractor and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

Clearing and grubbing shall require the removal of certain shrubs, hedges, planters, plantings, fences, walls, concrete, brick, mow strips, walkways and driveways as shown on the Plans. When noted on the plans, clearing and grubbing shall also include furnishing and replacing, in kind, existing chain link fence, split rail fence, planters and brick walkways at the completion of the construction of curb, gutter and sidewalk improvements. Unless otherwise noted, clearing and grubbing shall not require the removal of existing trees. Trees shall be protected and any root cutting shall follow the directions of a certified arborist. Roots shall be removed to a minimum depth of 12 (twelve) inches below the grading plane, typically.

All tree trimming associated with the Project shall be done by an arborist certified by the International Society of Arboriculture (I.S.A.). Tree trimming shall be limited to tree limbs required to be removed to allow for Project construction activities, minimum required vehicular clearance, and tree root cutting required for earthwork and trenching. All roots 6 inches in diameter or greater shall be cut cleanly and sealed by the arborist or by the arborist's staff.

All work within oak tree driplines shall be supervised by a certified arborist. The arborist shall conduct (or direct and supervise) all necessary root pruning of the oak trees. No limb pruning shall occur unless absolutely necessary to avoid limb damage.

The Contractor shall submit to the City, in writing, the name of the I.S.A. certified arborist, a minimum of four (4) working days prior to the start of Clearing and Grubbing operations.

All work by the I.S.A. certified arborist shall be considered incidental to the work and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

The Contractor shall repair any private, landscaped areas damaged by construction activities. The lump sum price paid for meeting the provisions of this paragraph shall be included in the lump sum price paid for clearing and grubbing with no additional payment allowed therefore.

All mailboxes which must be relocated to construct sidewalks and pedestrian access improvements or are relocated as directed by the Engineer, shall be moved and reset in accordance with Section 13-2.01 of the Standard Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

The removal and repair of existing private sprinkler systems, as necessary, shall be conducted in accordance with the applicable provisions of Section 13-2.04 of the Standard Specifications except that the Contractor shall relocate, repair or replace as necessary any irrigation lines, sprinkler heads, etc. which interfere with the clearing and grubbing, sidewalk construction, sidewalk replacement or pedestrian access improvements to the satisfaction of the Engineer. The Contractor shall repair any private irrigation systems damaged by construction activities. The irrigation systems shall be reinstalled within 48 hours, and the Contractor shall maintain existing landscaping in the interim, as directed by the Engineer. The price paid for meeting landscape and irrigation repair provisions of this paragraph shall be included in the 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 clearing and grubbing work involved as specified in these Special Provisions, as specified in the Standard Construction Specifications, as shown on the Plans and as directed by the Engineer and no additional compensation will be made therefore.

ROADWAY EXCAVATION

Roadway Excavation shall conform to Section 18 of the Standard Construction Specifications and these Special Provisions. Roadway Excavation, for the purposes of this Project, shall be excavation within the rights of way and Temporary Construction Agreement areas.

It is expected that the quantity of native soil will be sufficient to meet all Project fill needs. If additional material is required, imported borrow conforming to Section 18-6 of the Standard Construction Specifications shall be used. Imported borrow shall only be used after all suitable native materials available from excavation has been exhausted.

The estimated quantity for roadway excavation contains a contingency of 250 cubic yards, which may be used in the event that unstable or unsuitable material is encountered during roadway excavation, and removals are required below the planned grading plane. The Contractor shall not be paid for the contingency quantities of roadway excavation if no additional excavation below the roadway subgrade is required.

Excavation required to achieve subgrade for the construction of curb, gutters, sidewalks and driveways shall be considered in the prices paid for the construction of curbs, gutters, sidewalks and driveways and no additional compensation shall be allowed therefore.

The Engineer may direct the Contractor to perform roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the roadway excavation shall be determined by the Engineer and any excavation beyond the limits determined by the Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional roadway excavation shall become the property of the Contractor and shall be removed from the right of way. Backfill to replace unsuitable material is specified in these Special Provisions.

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 and from limits of Temporary Construction Agreements.

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

Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation will be made therefore.

UNSUITABLE MATERIAL EXCAVATION AND BACKFILL

Unsuitable material excavation and backfill, shall conform to the provisions in Section 18-5 of the Standard Construction Specifications and as specified herein. Unsuitable material encountered within 2 feet of the subgrade shall be paid for as roadway excavation.

If the Contractor encounters unsuitable material in the subgrade, the material shall be removed as directed by the Engineer. The Contractor shall furnish and place geotextile fabric as specified elsewhere in these Special Provisions.

Backfill to replace unsuitable material removed shall be placed and compacted as specified in Section 18-5.02 of the Standard Construction Specifications. Suitable backfill material shall include the following:

- A. Roadway excavation material approved by the Engineer.
- B. Geotextile Fabric, as specified elsewhere in these Special Provisions.
- C. Class 2 Aggregate Base.
- D. Approved combination of A, B and C, above.

The selection of the proper backfill shall be at the discretion of the Engineer. Backfill, when made with material excavated from the job site, will be paid for at the same unit price paid for roadway excavation. Backfill, when made with Aggregate Base, Class 2, will be paid for at the unit contract price per ton for Aggregate Base, Class 2.

The Contractor's attention is directed to Section 8, "Measurement and Payment" of the Standard Construction Specifications. The estimated quantity for "Unsuitable Material, Excavation and Backfill" is for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Engineer, with no change in unit price.

GEOTEXTILE FABRIC

Section 50-10, "Geotextile Fabric," is amended to read as follows:

The geotextile shall be of nonwoven construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene, or polyamide. The fibers shall be oriented into a random web and stabilized so they retain their relative positions. The geotextile shall be free of any chemical treatment or coating and shall be inert to chemicals commonly found in soil.

The geotextile shall conform to the physical property requirements listed in the following table:

TABLE 50-1 REQUIRED GEOTEXTILE PROPERTIES		
Physical Property	Test Method	Acceptable Minimum Test Results
Tensile strength, lb	ASTM-D-4632	200 lbs
Elongation, %	ASTM-D-4632	50%
Permittivity, sec ⁻¹	ASTM-D-4491	1.5 sec ⁻¹

Puncture strength, lb	ASTM-D-4833	120 lbs
Mullen Burst strength, psi	ASTM-D-3786	380 psi
Note: Tension testing machine with ring clamp, steel ball replaced with a 5/16-inch-diameter solid steel cylinder, with flat tip and beveled edges, centered within the ring clamp.		

Propex 4553 as manufactured by Propex Fabrics Inc. meets these specifications.

Unless otherwise directed by the Engineer, the Contractor shall include the placement of geotextile fabrics in the construction of the driveways and the sidewalk portion of the driveway approach for the Zinfandel Sidewalk Improvements. The placement of Geotextile fabric may also be required in roadway areas where unsuitable excavation and backfill material is replaced. The price paid per square yard of geotextile material should include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work associated with placing the geotextile fabric as shown on the Plans, as specified on the Standard Construction Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefore.

PAVEMENT RECONSTRUCTION

Pavement reconstruction to be conducted by the contractor shall consist of saw cutting, cold planning, excavating and removing existing roadway pavement and aggregate base material, as necessary and recompacting the base of excavation to a minimum 95% ASTM D-1567 relative compaction in the upper 6 inches of the recompacted area as required to install the new pavement, curbs, gutters and sidewalks of this contract. Areas of pavement removal and construction adjacent to existing curb and gutters shall have a minimum width of two (2) feet and at a minimum, the area shown on the plans. Pavement to be removed shall be saw cut to the full depth of the asphalt concrete at the removal boundary. The pavement cut shall be straight and vertical, and shall be performed in such a manner that the remaining pavement is undisturbed and undamaged. Pavement removal by cold planing shall conform to the requirements of Section 26 of the Standard Construction Specifications. Pavement reconstruction required to construct the new pavement, curbs, gutters, sidewalks and driveways of this contract shall be included in the unit price paid per ton of Class 2 Aggregate Base and the unit price paid per ton of Asphalt Concrete, Type A.

Pavement replacement necessary to install or replace curbs and gutter shall be 4-inches of Type A, Asphalt Concrete over 8-inches of Class 2 Aggregate Base within Folsom Boulevard and International Drive and shall be 3 inches of Type A Asphalt and 9 inches of Class 2 Aggregate Base on Zinfandel Drive.. Pavement repair areas shall include either a 2 inch thick section of Type A Asphalt or a 4 inch thick section of Type A Asphalt as shown on the Plans. Pavement reconstruction shall be accomplished prior to microsurfacing. Should the Engineer direct the depth of removal to install or replace curbs and gutters to be greater than the thickness of pavement replacement described above, the excavation shall be brought up to subgrade with additional aggregate base material. Should the Engineer direct the depth of removal to repair pavement to be greater than the thickness of pavement replacement described above, the excavation shall be brought up to the total finished thickness with additional Type A Asphalt.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for pavement reconstruction. Supply and application of tack coat shall be

considered incidental and included in the unit cost for asphalt concrete. The thickness of the various layers of asphalt concrete shall meet the requirements for Asphalt Concrete, Type A, specified above.

Payment for minor pavement reconstruction shall be made per cubic yard of material removed, as measured in the field, as part of the bid item for "Pavement Reconstruction." The estimated quantity for pavement reconstruction contains a contingency of 250 cubic yards that is for bidding purposes only and shall be used for areas of pavement reconstruction identified in the field, shown in the Plans or as directed by the Engineer.

Asphalt concrete shall be paid for under the unit price paid per ton for Type A, Asphalt Concrete, as described in this Special Provisions. Aggregate Base shall be paid under the unit price per ton of Class 2 Aggregate Base as described in the Special Provisions. Contractor's attention is directed to Section 8-2 of the Standard Construction Specifications. The estimated quantity for pavement reconstruction is for bidding purposes only. Actual quantities may vary without limit, with no change in the unit bid price.

CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the provisions of Section 22 of the Standard Construction Specifications. The estimated quantity for Class 2 Aggregate Base includes a 250 tons contingency that is for bidding purposes only and shall be used in the event that the aggregate base material is required to replace unstable or unsuitable material encountered for pavement reconstruction and in the completion of Project improvements.

Class 2 Aggregate Base shall be placed, where shown on the Plans and under new curb, gutter, sidewalks, and driveways, as specified in these Special Provisions, and as directed by the Engineer. Furnishing and placement of Class 2 Aggregate Base for curbs, gutters, sidewalks and driveways shall be included in the unit price per lineal foot of curb and gutter or in the unit price per square foot of sidewalk or driveways as appropriate and no additional compensation will be allowed therefore.

ASPHALT CONCRETE, TYPE A

Asphalt concrete shall be Type A and shall conform to the provisions of Section 23 of the Standard Construction Specifications. The estimate quantity for Asphalt Concrete, Type A, contains a contingency of 250 tons that is for bidding purposes only and shall be used for areas of pavement repair and reconstruction identified in the field, shown on the Plans, or as directed by the Engineer.

Emulsion shall be applied to both the vertical edges of the existing pavement and to the pavement to be surfaced prior to placing new asphalt concrete. Asphaltic emulsions shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of the Standard Construction Specifications and shall be included in the unit bid price for asphalt concrete and no additional compensation shall be allowed therefore.

The paving asphalt shall be Performance Grade (PG) 70-10 per AASHTO M320-04 Specifications, as approved by the Engineer. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance, upper and lower limit, will be

determined to meet stability air voids and potential flushing requirements.

The aggregate gradation shall be one-half inch (1/2") 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.

ASPHALT MICROSURFACING

The Contractor shall furnish all labor, equipment, material, supplies, traffic control, signage and other incidentals necessary to provide Microsurfacing. Microsurfacing shall consist of a mixture of an approved polymer-modified emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Microsurfacing shall leave a homogenous mat, adhere firmly to the prepared surface and have a skid-resistant surface texture throughout its service life.

Materials

Emulsified Asphalt

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. A three percent (3%) polymer solids, based on asphalt weight, is the minimum allowable.

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum
Distillation of Emulsified Asphalt ¹	T 59	D 6997	62% Minimum
Tests on Emulsified Asphalt Residue			
Softening Point of Bitumen (Ring-and-Ball Apparatus)	T 53	D 36	135°F (57°C) Minimum
Penetration of Bituminous Materials at 77°F (25°C)	T 49	D 5	40-90 ²

¹ The temperature for this test should be held at 350°F (177°C) for 20 minutes.

² Climatic conditions should be considered when establishing this range.

The solubility test, if required, should be evaluated on the base asphalt.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/compliance and shall be submitted to the Engineer to verify that the emulsion meets this specification.

Aggregate Quality

The aggregate shall meet these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	65 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MGSO ₄
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	T 96	C 131	30% Maximum
Durability Index		CT 229	55% Minimum
Crushed Particles		CT 205	100%

Aggregate Gradation

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall conform to one of the following bands).

SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	100	
# 4 (4.75 mm)	90-100	70-90	± 5%
# 8 (2.36 mm)	65-90	45-70	± 5%
# 16 (1.18 mm)	45-70	28-50	± 5%
# 30 (600 um)	30-50	19-34	± 5%
# 50 (300 um)	18-30	12-25	± 4%
# 100 (150 um)	10-21	7-18	± 3%
# 200 (75 um)	5-15	5-15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the

specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted by the Engineer either at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material shall be accepted. If the average of those test results is out of specification or tolerance, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality specifications presented above before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are oversized materials in the mix.

Mineral Filler

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 -3.0 percent and may be considered part of the aggregate gradation.

Water

The water shall be free of harmful salts and contaminants. The water quality shall be submitted to the laboratory with the other raw materials for the mix design.

Additives

Additives may be used to accelerate or retard the break/set of the microsurfacing. Appropriate additives, and their applicable use range, shall be approved by the Engineer as part of the mix design.

Mix Design

Before the work begins, the Contractor shall submit to the Engineer a signed mix design covering the specific materials to be used on the Project. This design will be performed by a laboratory which has experience in microsurfacing mix design. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor. Mix design tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 Seconds Minimum

Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak Six-day Soak	TB 100	50 g/ft ² (538 g/m ²) Maximum 75 g/ft ² (807 g/m ²) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft ² (538 g/m ²) Maximum
Classification Compatibility	TB 144	11 Grade points Minimum (AAA, BAA)

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	LIMITS
Residual Asphalt	5.5 - 10.5% by dry weight of aggregate
Mineral Filler	0.0 – 3.0% by dry weight of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

Equipment

All equipment, tools and machines used in the application of microsurfacing shall be maintained in satisfactory working condition at all times.

The microsurfacing equipment shall be specifically designed and manufactured to apply microsurfacing materials. The material shall be mixed by an automatic-sequenced, self-propelled microsurfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

To minimize transverse joints, the equipment shall be capable of loading materials while continuing to apply microsurfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device,

opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

Proportioning Devices

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

Spreading Equipment

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-Off

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Calibration

Each microsurfacing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of the Project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted. All calibrations shall conform to ASTM Method CT 109.

Weather Limitations

Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No microsurfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The microsurfacing shall not be applied when weather conditions prolong opening the roadway to traffic beyond a reasonable time.

Application Rate

Type II, 10 to 15 lb/yd³
Type III, 15 to 30 lb/yd³

Specified application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the microsurfacing is being applied.

Joints

No excess buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints through the Project. Unless otherwise directed, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in (76.2 mm) shall be allowed for overlap of longitudinal joints. The joint shall have no more than 0.25 in (6.4 mm) difference in elevation when measured by placing a 10 ft (3 m) straight edge over the joint and measuring the elevation difference.

Mixture

The microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogenous during the following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box shall not be permitted.

Handwork

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines

Lines at intersections, curbs and shoulders will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than ± 2 in (± 51 mm) horizontal variance in any 96 ft (29m) of length.

Rolling

Rolling is usually not necessary for microsurfacing on roadways. Rolling, if required, shall not start until the microsurfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

Clean Up

All utility access areas, gutters and intersections, shall have the microsurfacing removed as directed by the Engineer. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Areas receiving microsurfacing shall be allowed to cure from one to three hours or until the curing treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Microsurfaced areas which are damaged within 24 hours of application of microsurfacing shall be repaired by the Contractor at his expense.

Payment

Microsurfacing shall be paid by the square yard for the work completed and accepted by the City. The price paid shall be full compensation for furnishing all materials, for preparing, mixing and applying the materials and for all labor, equipment, tools, test design, clean up and incidentals as specified in these Special Provisions as directed by the Engineer and no additional compensation shall be allowed therefore.

INDUCTIVE LOOP DETECTORS

Existing inductive loop detectors damaged or destroyed as a consequence of asphalt pavement repair, asphalt pavement reconstruction or microsurfacing shall be replaced and shall conform to the provisions in Section 49-5, "Detectors," and Detail 5-24, "Induction Detectors," of the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall call County of Sacramento Transportation Operations and Maintenance at (916) 875-5171 to provide three (3) working days notice for the interruption of traffic signal detector function for each signalized intersection.

Conduit, pull box, detector lead-in cable, and installation shall conform to the applicable portions of Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

All inductive detector loop and lead-in cable shall be tested in accordance with procedures outlined in Drawing 5-24, "Induction Detectors," of the Standard Construction Specifications. All test results and corrections of failures shall be documented and shall become a permanent record for future reference. The Contractor shall splice new detector loops connected to new or existing detector lead-in cable. All testing shall be done and approved prior to the County returning the traffic signal to normal function.

The Contractor shall be responsible for laying out all detector loops prior to asphalt pavement repair and reconstruction. Loops shall be marked and their location approved by the Engineer. All traffic control, measuring, and marking required to properly locate detector loops shall be included in the unit price paid for inductive loop detector replacement and no additional compensation shall be allowed therefore.

If necessary, new detector lead-in cable (DLC) damaged or destroyed as part of this project shall be re-installed from the pull box to the signal controller cabinet as directed by the Engineer. DLC is to be installed into an existing conduit system using the following procedures:

1. Disconnect loop wires from DLC.

2. County Traffic Operations to place the signal controller on "Recall".
3. Remove the DLC to the controller cabinet.
4. Install DLC in conformance with the Standard Construction Specifications, these Special Provisions or as directed by the Engineer.
5. Splice to loop wires and test detector function.

Replacement of Inductive Loop Detectors and Detector Lead-in Cable including compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing inductive loop detectors and detector lead-in cable reinstalled from the pull box to the signal controller complete and in place including but not limited to maintaining existing loop detection operations, traffic control, layout, conduit, and pavement cutting as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer shall be included in the unit price paid for inductive loop detector replacement and no additional compensation will be allowed therefore.

The estimated quantity for inductive loop detector replacement is for bidding purposes only. The actual number of inductive loop detectors replaced may vary from the number indicated on the Bid Schedule with no change in the unit price allowed.

TYPE "B" DETECTOR HANDHOLE

"Type B" detector handholes shall conform to Section 49-5, "Detectors," Detail 5-25, "Type 'B' Detector Handhole Detail," of the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

If required to repair or replace inductive loop detectors, Type "B" Detector Handholes shall be installed along the lane line or in the center of the travel lane as shown on the Plans. The cement used to join the ABS sweep "Y" to the PVC conduit shall be capable of providing a solvent type weld between the two materials.

Type "B" Detector Handholes if furnished and installed as part of the asphalt pavement repairs, microsurfacing or pavement reconstruction shall be installed in accordance with Standard Drawing 5-25. Conduit, conductor wire, precast valve box with cast iron lid, joint cement and installation shall conform to the applicable portion of the Standard Construction Specifications, these Special Provisions and as directed by the Engineer.

Placement of "Type 'B' Detector Handholes" shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing work involved in installing Type "B" Detector Handholes furnished and installed in place as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and shall be included in the unit price paid for Type B Detector Handholes included in this Project and no additional compensation shall be allowed therefore.

The estimated quantity for Type B Detector Handholes is for bidding purposes only. The actual number of Type B Detector Handholes placed may vary from the number indicated on the Bid Schedule with no change in the unit price allowed.

PAVEMENT SURFACE PREPARATION

The Contractor shall be responsible for removing all vegetation from the edge of pavement, sweeping and washing the pavement in advance of pavement repair, or microsurfacing operations. Power water wash shall be used for the complete removal of dust that may cause pavement repair or microsurfacing or slippage. The Contractor shall be responsible for furnishing and placing asphalt emulsion tack coat in advance of the pavement repairs as provided in Sections 37, 39 and 94 of the State Standard Specifications. The Contractor shall remove and dispose of all pavement markers prior to pavement repair or microsurfacing and remove traffic bars as required by the Engineer.

All thermoplastic limit lines, crosswalks and legends applied to the road surface shall be scarified prior to placing the pavement repair or microsurfacing. Scarification shall be performed by grinding such that approximately 20% of the underlying pavement is exposed. All material resulting from the grinding operation shall be removed immediately from the right-of-way and shall be transported and properly disposed of off-site. Striping removal shall occur no sooner than one calendar day prior to pavement repair, or microsurfacing operations. If the striping removal is performed on a day other than the day of pavement repair or microsurfacing operations, the Contractor shall supply and install temporary pavement markings as detailed in these Special Provisions. The Contractor shall be responsible for the removal of the temporary pavement markings prior to placement of the pavement repair or microsurfacing.

Pavement surface preparation shall include elastomeric applied sealing of pavement cracks. The Engineer shall direct the Contractor to seal asphalt surface cracks prior to the placement of pavement or microsurfacing.

Crack sealing material shall conform to the requirements for polymer-modified sealants as specified in ASTM D1190, D3405, D5079 and D5329 Specifications. Prior to the application of the crack sealant material the Contractor shall submit manufacturer's printed Product Data Sheets to the Engineer to verify conformance with these ASTM Specifications.

Asphalt sealants shall be applied to clean, dry, properly prepared pavement cracks. If crack width is less than 1/4 inch, they must be routed before sealant is applied. When ambient temperatures are below 40 degrees F. the Contractor shall use a hot compressed air lance to achieve clean, dry conditions for sealant installation.

Melt sealant in a kettle or melter constructed as an oil jacketed or "double" boiler. Sealant shall be applied at temperatures between 350 degrees and 400 degrees F. The kettle shall have temperature-monitoring capabilities to confirm conformance with this requirement.

Prior to sealant application remove vegetation and all incompressible materials from cracks by means of a hot compressed air lance. Cracks less than one quarter (1/4) inch in width must be routed to a minimum one half (1/2) inch by one half (1/2) inch in shape. Cracks shall be prepared using approved backing material after cleaning, if necessary, to maintain 1 to 1 depth to width profile as specified by the Engineer.

Install heated sealant directly into cracks not to exceed a one (1) inch wide band. Control thickness to one-eighth (1/8) inch concave surface appearance.

The finishing and control of asphalt crack sealant applications shall conform to the Caltrans Flexible Pavement Material Program, Chapter 3, "Crack Sealing and Crack Filling".

All manholes, utility vaults and valve boxcovers encountered in pavement areas to be repaired or microsurfaced shall be carefully referenced out prior to pavement work by the Contractor. All exposed survey monuments shall be referenced out prior to pavement work, covered by an appropriate method approved by the Engineer, and uncovered after the pavement repair or microsurfacing is completed without disturbing or damaging the survey monument. In areas of asphalt pavement repairs, manhole frames and covers and water valve boxes shall be adjusted to finished grade.

The bid price per square yard for pavement surface preparation work, shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work included in the preparation of pavement surfaces to be repaired or microsurfaced including the furnishing and placement of crack sealing material, the removal of thermoplastic limit lines, crosswalks and legends and the referencing out of all manhole, utility vaults, valve boxes and survey monuments and adjustment to finished grade 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 therefore.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

- A. Asphalt Concrete, Type A
- B. Microsurfacing

The compensation payable for paving asphalt used in Asphalt Concrete, Type A and Microsurfacing will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (lu/lb is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of Asphalt Concrete, Type A or microsurfacing are included in a monthly estimate:

Total monthly adjustment = AQ

- A. For an increase in paving asphalt price index exceeding 10 percent::
 $A = 0.90 (lu/lb - 1.10) lb$
- B. For a decrease in paving asphalt price index exceeding 10 percent:
 $A = 0.90 (lu/lb - 0.90) lb$

C. Where:

1. A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete and asphaltic emulsion residue used as paint binder rounded to the nearest \$0.01.
2. I_u = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
3. I_b = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
4. Q = Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tons of paving asphalt that would have been used as residue in the asphaltic emulsion (paint binder) shown under "This Estimate" on the monthly estimate.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the City using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the City will determine an index from the remaining posted prices. The City reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at: http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

REMOVE EXISTING TYPE 1A AND TYPE 2 GUTTER AND REPLACE WITH TYPE 1A AND TYPE 2 P.C.C. CURB AND GUTTER

Remove existing Type 1A and Type 2 gutters and place P.C.C. Curb and Gutter, Type 1A and Type 2 shall conform to the requirements of Section 18-3, "Structure Excavation and Backfill",

Section 27, "Curbs, Gutters, Sidewalks, and Drainage Structures", and Section 31, "Reinforcement," of the Standard Construction Specifications, Drawing 4-25 of the Standard Construction Specifications, the geometry shown on the Plans, as directed by the Engineer in the field, and these Special Provisions.

In areas where existing gutter or existing curb, gutter, and sidewalk are shown on the Plans to be removed and replaced, the Contractor shall sawcut and remove a minimum width of two feet (2') of pavement at the lip of gutter. Pavement replacement necessary to install or replace curbs and gutters shall be 4-inches of Type A, Asphalt Concrete over 8-inches of Class 2 Aggregate Base within Folsom Boulevard on International Drive and shall be 3 inches of Type A Asphalt over 9 inches of Class 2 Aggregate Base on Zinfandel Drive.. The width of removal may vary as identified on the Plans. Additional excavation may be required by the Contractor to facilitate construction operations, however the depth measurement for payment of Asphalt Concrete replacement shall be three inches on Zinfandel and four inches on Folsom Boulevard and International Drive. The Contractor is referred to Asphalt Concrete Type A, Class 2 Aggregate Base and Pavement Reconstruction Sections of these Special Provisions.

The exact quantity of existing gutter or existing curb and gutter to be removed and replaced at each location shall be determined by the Engineer. The Engineer may remove locations or specify additional locations within, adjacent, or near the Project limits. Additional locations shall be paid for at the unit price bid for the appropriate bid items and no additional compensation will be allowed thereof.

Excavation, subgrade preparation and backfill, if necessary, shall conform to Section 18-3 of the Standard Construction Specifications.

The Contractor shall bid a unit price per lineal foot of the various types of P.C.C. Curb and Gutter. Compensation shall include all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing existing curbs and gutters and for constructing Type 1A or Type 2 Curb and Gutter, complete in place, including but not limited to, saw cutting, excavation, subgrade and foundation preparation, backfill, if necessary, the furnishing and placement of Aggregate Base, Class 2, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions, and no additional compensation will be allowed therefore.

The limits of curb and gutter removed and replaced as part of this contract may not match the limits shown on the Plans or as itemized in the Bid Schedule. There shall be no change to the unit price paid per lineal front of curb and gutter actually removed and replaced.

REMOVE AND REPLACE P.C.C. SIDEWALKS AND SIDEWALK RAMPS

Remove and replace P.C.C. Sidewalks and Sidewalk Ramps shall conform to the provisions in Section 18-3, "Structure Excavation and Backfill", Section 27, "Curbs, Gutters, Sidewalks, and Drainage Structures" of the Standard Construction Specifications, the geometry shown on the Plans, as directed by the Engineer in the field, and these Special Provisions.

Sidewalks shall be constructed with a P.C.C thickness of 3-5/8 inches.

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. Expansion joints shall be placed at sixty foot (60') intervals, at conforms, at utility vaults, and at other locations specified in the Standard Construction Specifications, or as directed by the Engineer. Weakened plane joints and score marks shall conform to the Standard Construction Specifications or shall be as directed by the Engineer. Generally, four-foot (4') wide sidewalks shall be scored at four-foot (4') intervals, and five-foot (5') wide sidewalks shall be scored at five-foot (5') intervals.

Excavation, subgrade preparation and backfill, if necessary, shall conform to Section 18-3 of the Standard Construction Specifications. Utility boxes, pull boxes, street light boxes, valve boxes, manholes and utility vaults located within the limits of the sidewalks and sidewalk ramps to be removed and replaced shall be adjusted to finished grade.

The Contractor shall bid a unit price per square foot for P.C.C. Sidewalk and Sidewalk Ramps. Compensation shall include all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and constructing sidewalks, complete in place, including but not limited to, subgrade and foundation preparation, backfill, if necessary, the placement of Aggregate Base, Class 2, adjustment to finished grade of existing utility boxes, pull boxes, street light boxes, valve boxes, manholes and utility vaults and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

The limits of sidewalk and sidewalk ramps removed and replaced as part of this contract may not match the limits shown on the Plans or as itemized in the Bid Schedule. There shall be no change to the unit price paid per square foot of sidewalk and sidewalk ramps actually removed and replaced.

DETECTABLE WARNING SURFACE

All P.C.C. sidewalk ramps shall include a cast in place prefabricated detectable warning surface as specified in Standard Drawing 4-23. Cast in place prefabricated detectable warning surface shall be composed of a vitrified polymer including aluminum oxide ("Armor-Tile" or approved equal). Color to be safety yellow. Domes to be 'in-line', parallel to curbing, with a height of 0.2", base diameter of 0.9", and top diameter of 0.45", spaced 1.66" O.C. (2.35" O.C. on the diagonal). Field surface and top of domes to have a dotted texture for slip resistance. Density of dots in field area to be 30 per square inch minimum. Detectable warning surfaces shall be paid for at the contract price per each. Detectable warning surfaces shall be placed at the locations shown on the Plans.

Detectable warning surfaces shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in supplying and installing the detectable warning surfaces completely, as shown on the Plans, and as specified in these Special Provisions and as directed by the Engineer.

PLACE NEW P.C.C. SIDEWALKS

New sidewalks shall conform to the provisions in Section 18-3, "Structure Excavation and Backfill", Section 27 "Curbs, Gutters, Sidewalk and Drainage Structures" of the Standard

Construction Specifications, the geometry shown in the Plans, as described by the Engineer in the field and these Special Provisions.

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. Expansion joints shall be placed at sixty foot (60') intervals, at conforms, at utility vaults, adjacent to existing sidewalks and at other locations specified in the Standard Construction Specifications, or as directed by the Engineer. Weakened plane joints and score marks shall conform to the Standard Construction Specifications or shall be as directed by the Engineer. Generally, three-foot (3') widening shall be scored at four-foot (4') intervals.

Excavation, subgrade preparation and backfill, if necessary, shall conform to Section 18-3 of the Standard Construction Specifications. Utility boxes, pull boxes, street light boxes, valve boxes, manholes and utility vaults located within the limits of the sidewalks to be placed shall be adjusted to finished grade.

The Contractor shall bid a unit price per square foot to place new P.C.C. Sidewalks. Compensation shall include all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing new sidewalks, complete in place, including but not limited to, subgrade and foundation preparation, backfill, if necessary, the placement of Aggregate Base, Class 2, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

PCC TYPE 3 and PCC TYPE 5 RETAINING CURBS

The construction of PCC Type 3 and Type 5 retaining curbs where shown in the Plans to be constructed at the back of sidewalks or at the limits of landscape medians shall conform to the requirements of Section 18-3, "Structure Excavation and Backfill", Section 27 "Curbs, Gutters, Sidewalks and Drainage Structures" of the Standard Construction Specifications, these Special Provisions and as directed by the Engineer in the field.

The exact quantities of retaining curb to be placed shall be determined by conditions in the field, elevations at the back of walk and as directed by the Engineer. The Engineer may direct the Contractor to extend or to reduce the limits of retaining curb. Additional footage of retaining curb shall be paid at the unit price bid per foot of PCC Type 3 or PCC Type 5 Curb and no additional compensation shall be allowed.

The Contractor shall bid a unit price per lineal foot for construction of PCC Type 3 Retaining Curb or Type 5 Retaining Curb, complete in place, including but not limited to, removal of existing curb where shown on the plans, excavation, subgrade and foundation preparation, backfill, if necessary, the furnishing and placement of Aggregate Base, Class 2 as required, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

REMOVE AND REPLACE P.C.C. DRIVEWAYS

Remove and replace P.C.C. Driveways shall conform to the provisions in Section 18-3, "Structure Excavation and Backfill", 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.

Driveway replacement shall conform to details shown on the Plans. Geotextile fabric as specified in Section 50-10 of the Standard Specifications and in these Special Provisions shall be placed as part of the subgrade preparation.

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. Expansion joints, weakened plane joints and score marks shall be constructed as shown on Standard Drawing 4-43.

The finish applied to PCC driveways shall match, as close as possible, the finish of adjacent driveway sections to remain.

The Contractor shall bid a unit price per square foot for P.C.C. Driveways. Compensation shall include all labor, materials, tools, equipment and incidentals and for doing all work involved in removing and constructing driveways to the limits shown, including but not limited to special driveway curbs where shown, subgrade and foundation preparation, backfill, if necessary, the placement of Aggregate Base, Class 2, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed. The furnishing and placement of geotextile fabric shall be paid as a separate bid item.

ADJUST MANHOLE FRAME AND COVER TO GRADE, ADJUST VALVE BOX TO GRADE

In areas of asphalt pavement repair, frames and covers of existing manholes and covers of existing water valves shall be adjusted to grade in accordance with the provisions of Section 39 of the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

All manholes, valve boxes, survey monuments and utility vaults encountered within the limits of asphalt pavement repairs shall be carefully referenced out prior to the placement of asphalt and the locations of themanholes, valve box or utility cover painted on the surface immediately after paving. All drainage and sewer manhole covers and water valve boxes within the limits of asphalt repair shall be adjusted to grade by the Contractor. Other manhole or utility covers (telephone, gas, power, cable t.v., etc.) shall be adjusted by others.

Sanitary sewer manholes, drainage manholes and water valve box covers shall be raised to grade conventionally. Grade rings are not acceptable. Adjustment of manholes and valve boxes shall be accomplished by removing the existing frame and cover or box, removing the existing concrete encasement, pouring a new concrete encasement with reinforcing steel, resetting the existing frame and cover or valve box and cover, and then placing asphalt concrete as necessary.

The manhole base or valve box opening shall be covered during the entire operation so that no debris can fall into the sewer or storm drain system or damage the existing water valve.

Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system or disturbance of survey monuments. The Engineer will require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior. The Engineer may require the Contractor confirm that valves are fully operable after valve boxes have been adjusted to grade and that no disturbance of the survey monuments has occurred. Any valves damaged by the Contractor shall be replaced at the Contractor's expense.

All materials removed during adjustment, except the existing frame and cover, and valve box cover shall become the property of the Contractor and shall be disposed of as specified in "Roadway Excavation" of these Special Provisions. If, in the Engineer's judgment, the existing frame or cover or valve box cover is unsuitable, the existing frame or cover or valve box cover shall be replaced with new frame and cover or valve box cover, as appropriate. Unsuitable frames and covers shall become the property of the Contractor and shall be disposed of as provided above. The cost of replacing unsuitable frames and covers which, in the Engineer's judgment, were damaged by the Contractor's operations shall be at the Contractor's expense.

The contract unit price paid per each adjust manhole frame and cover to grade or paid for each adjust valve box to grade shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting manhole frames and covers and for adjusting valve boxes to finished grade 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 allowed therefore.

REMOVE EXISTING STORM DRAIN INLET

Where existing storm drain inlets are shown to be removed for the purpose of constructing new drain inlets, the entire storm drain inlet shall be removed and disposed of by the Contractor. Adjacent to all areas of removal, a two foot (2') minimum width, four inches (4") minimum depth section of existing roadway pavement shall be saw cut and removed. Removed materials shall be disposed of by the Contractor. The removal of existing storm drain inlets shall be measured and paid for by the unit. The excavation and backfilling of the depression left by the removal of the storm drain inlet shall conform to Section 38-9 and Section 19 of the Standard Construction Specifications. The furnishing and placement of backfill, including furnishing and placing asphalt pavement and Portland Cement Concrete shall be included in the payment for the removal of the existing storm drain inlet, and no additional compensation shall be allowed therefore.

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 conforms to cast-in-place construction as specified 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.

Drop inlets, will be measured and paid for by the unit.

The unit price paid for Type B Storm Drop Inlets, shall include 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, 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.

ABANDON EXISTING STORM DRAIN INLET LATERALS

Unless otherwise directed by the Engineer, existing storm drain leads which connect storm drain inlets to be removed may be abandoned in place. Unless otherwise directed by the Engineer, the existing storm drain lateral shall not be abandoned until the replacement drain inlet is complete and in place. Storm drain inlet laterals shall be abandoned in conformance with Section 15-1.04 of the Standard Construction Specifications. Existing storm drain inlet laterals to be abandoned, regardless of size, shall be paid for by the unit.

STORM DRAIN INLET LATERALS

Unless otherwise indicated on the Plans, storm drain inlet laterals shall be twelve inches (12") or fifteen inches (15") in diameter. Materials for inlet laterals shall conform to requirements of Section 50, "Construction Materials", of the Standard Construction Specifications for each respective type and class of pipe.

Connections of storm drain laterals to storm drain manholes and drop inlets shall be water and soil tight, and shall conform to Section 39, "Manholes" and Section 27-13, "Drop Inlets and Catch Basins", of the Standard Construction Specifications.

All inlet laterals shall be inspected by lamping conforming to Section 38-10.05, "Lamping of Storm Drain Inlet Laterals", or Television Inspection (TVI). When the radius of length of lateral precludes the effective use of lamping methods, a TVI is required conforming to Section 38-10.04, "Television Inspection (TVI)", of the Standard Construction Specifications. Other proposed methods of inspection may be approved by the Engineer.

Backfilling of the storm drain inlet laterals shall conform to Section 38-9 of the Standard Construction Specifications. Testing shall conform to Section 38 of the Standard Construction Specifications.

After the storm drain inlet laterals are placed, tested and cleaned in accordance with the requirements of the Engineer and the Standard Construction Specifications, the paved surfaces shall be restored in conformance with Section 14 "Restoration of Surfaces" of the Standard Construction Specifications. The placement, testing and cleaning of storm drain inlet laterals shall be completed prior to the placement of asphalt overlays.

The quantity of storm drain inlet laterals constructed of the size, grades, and type of pipes listed in the Contract is the slope length designated by the Engineer, measured along the centerline of the pipe from drain inlet to manhole or from drain inlet to drain inlet. The length is measured from the inside face of the structures and does not include the inside diameter of manholes and other structures. The prices paid per linear foot for the sizes, grades, and types of pipes listed in the Contract include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in storm drain inlet lateral construction, complete in place, including furnishing pipe, excavation and backfill, trenching, placement and restoration of paved surfaces, removing obstructions, removing and replacing utilities, bedding, placing and jointing the pipe, backfill, testing pipelines, connecting to existing manholes and to new drainage drop inlets as shown or specified in the Contract, in these Specifications, and as directed by the Engineer.

The cost of each TVI and inspection shall be all-inclusive and shall be included in the price paid per linear foot of pipe, and no additional compensation shall be allowed therefore.

REPAIR EXISTING STORM DRAIN MANHOLE

Where new storm drain inlet laterals are to connect to existing storm drain manholes the Contractor shall remove and dispose of the manhole frame and cover and remove the remaining structure to the elevation of the lowest storm drain inlet to be abandoned or to the elevation where a standard precast barrel section or combination of barrel sections can be placed. The resulting debris and hardware shall become the property of the Contractor. Standard precast barrel sections are available in depths of twelve, eighteen, twenty-four, thirty-six, and forty-eight inches (12", 18", 24", 36", and 48"). The top of the remaining structure shall be trimmed to provide a suitable foundation for the new barrel components. The joint between the existing structure and the new component shall be sealed in conformance with Section 39-2.02, "Precast Concrete Storm Drain Manholes" of the Standard Construction Specifications. The remaining structure shall be constructed in conformance with Sections 39-2.02 or 39-3.02. It is the responsibility of the Contractor to determine whether the existing structure is precast, cast-in-place, or precast structure with a cast-in-place base.

The unit price paid for storm drain manhole repair includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the repairing manhole, complete in place, including excavation and backfill, demolition, disposal, mortar, concrete, and reinforcement as specified in the Standard Construction Specifications, and as directed by the Engineer. Testing of the repaired manhole for leakage shall be conducted in accordance with the Standard Construction Specifications, Section 39-4.02.

Testing shall be included in the compensation paid for the repair of storm drain manholes and no additional compensation shall be allowed therefore.

PRECAST CONCRETE STORM DRAIN MANHOLES

Precast concrete storm drain manholes shall conform to the provisions of Section 39-2.02, "Precast Concrete Storm Drain Manholes", and all other applicable provisions of Section 39 "Manholes" of the Standard Construction Specifications. Precast concrete drain manholes shall conform to the Standard Construction Drawing 9-7A.

The contract unit price paid for precast concrete manholes shall include excavation, precast concrete items, cast iron frames and covers, concrete and steel reinforcement, backfill, restoration of surfaces and all other labor, equipment and materials necessary for the completion of the structure.

Payment shall include full compensation for furnishing all labor, materials, equipment and incidental costs used for doing all work involved in installing the precast storm drain manholes as specified in the Standard Construction Specifications, as shown in the Standard Drawings, these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefore.

TEMPORARY PAVEMENT MARKINGS

The conditions indicating the need for temporary pavement markings are described in the sections entitled "Pavement Surface Preparation" and "Thermoplastic Traffic Stripes and Pavement Markings" of these Special Provisions, and as detailed in this section.

Temporary pavement markings shall conform to the provisions of Section 23-8.02 "Pre-Overlay Preparation" of the Standard Construction Specifications and as specified in these Special Provisions. Portions of roadway shown on the Plans to have traffic markings shall be marked with temporary pavement markings for any period of time when said portions of the roadway are open to traffic prior to the application of final striping. Removal of temporary pavement markings, as described above, immediately prior to application of pavement overlay or new striping, as appropriate, shall be the responsibility of the Contractor.

The supply, installation and removal of temporary pavement markings for areas of pavement repairs or microsurfacing shall be considered incidental and included in the unit cost paid for the various items of work and no additional compensation shall be allowed therefore.

THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

All traffic striping and pavement markings (legends) 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 of the Standard Construction Specifications and these Special Provisions.

New traffic striping of the roadway centerline shall be installed on each segment of the roadway on the same day that overlay is applied to that roadway segment.

New traffic striping of lane lines, crosswalks, and stop bars (skip white and solid white) shall be installed on each segment of the roadway within one day of application of pavement overlay. If application of lane line striping is not completed on the same day as the application of slurry seal or pavement overlay the Contractor shall supply and install temporary pavement markings as detailed in the previous section of these Special Provisions.

All other required new striping (bicycle lanes, pavement markings) shall be installed within two working days of application of pavement overlay.

Any failure to install new striping prior to opening the various portions of the roadway to traffic shall necessitate the installation of temporary pavement markings as described in the previous section of these Special Provisions.

Thermoplastic traffic stripes shall be measured and paid for by the linear foot, for the various details referenced in drawings A20A through A20D of the State Standard Plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe (Detail 22), consisting of two 4-inch wide yellow stripes, will be measured per lineal foot and each lineal foot shall include two stripes. A double double traffic stripe (Detail 32) consisting of four, 4 inch wide yellow stripes will be measured per lineal foot and each lineal foot shall include four stripes. A traffic stripe greater than 4-inches in width (Detail 9, 38) consisting of a white stripe 8-inches wide, will be measured per lineal foot and each lineal foot shall include one 8-inch wide stripe. A traffic stripe greater than 4 inches in width (Detail 39 and 39A), consisting of a white stripe 6-inches wide, will be measured per lineal foot and each lineal foot shall include one 6-inch wide stripe. Crosswalks and stop bars consisting of 12-inch wide stripe will be measured per lineal foot and each lineal foot shall include one 12-inch wide stripe, white or yellow. Payment for Thermoplastic pavement stripes shall include payment for the associated pavement markers as shown on the State Standard Plans for each Pavement Stripe detail. Thermoplastic pavement markings, including letters and turn arrows will be measured and paid for by the square foot for the actual area covered.

The price paid per foot for traffic stripes and the price paid per square foot for pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the traffic stripes and associated pavement markers and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work included in installing thermoplastic pavement markings and associated pavement markers as shown on the Plans, as specified in the State Standard Specifications and as directed by the Engineer and no additional compensation shall be allowed therefore.

PAVEMENT MARKERS

This section includes furnishing and installing pavement markers as shown on the Plans and the State Standard Drawings. The work shall conform to Section 85 of the State Standard Specifications and these Special Provisions. Except as otherwise provided in Section 85-1.06 of the State Standard Specifications, pavement markers shall be cemented to the pavement with hot melt bituminous adhesive or Rapid Set type epoxy adhesive.

The quantity of pavement markers placed will be measured as units determined from actual count in place. This quantity shall not include pavement markers furnished and installed as part of State Standard Traffic Stripes.

The contract unit price paid for pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefore.

RELOCATE EXISTING STREET LIGHT

At the southwest corner of the intersection of Zinfandel Drive and Beclan Drive the Contractor shall remove and relocate an existing Type A Street light to the back of the new sidewalk as shown on the plans. Removal and relocation of the existing street light shall conform to Section 49-6 of the Standard Construction Specifications. The scope of work shall include removal and replacement of street light conduit and conductor wire from the existing street light service point and the replacement and reinstallation of street light conduit and conductors to the existing street light service point. The scope of work shall include coordination with SMUD, as necessary.

The contractor shall remove the existing street light foundation to below the finished grade of the new sidewalk and the construct a new street light foundation in accordance with the Standard Construction Specifications and Standard Drawings.

Installation of the relocated street light shall be in accordance with Standard Drawings 5-6, 5-7, 5-12 and 5-17. The contractor shall test the operation of the relocated street light to the satisfaction of the city.

The contract unit price paid for removal and relocation of the existing street light shall include full compensation for furnishing all labor, materials, tools, equipments and incidentals and for doing all work involved in relocating, reinstalling and testing the existing street light 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 therefore.

Appendix G

ATTACHMENT A SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

EXHIBIT 12-E
Attachment A

Local Assistance Procedures Manual
PS&E Checklist Instructions

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Revised 3-95
08-07-95

_____	_____
Name of Firm	Name of Firm
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

FR-2

ATTACHMENT B REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)

FR-3

	Page
I. General	3
II. Nondiscrimination	3
III. Nonsegregated Facilities	5
IV. Payment of Predetermined Minimum Wage	6
V. Statements and Payrolls	8
VI. Record of Materials, Supplies, and Labor	9
VII. Subletting or Assigning the Contract	9
VIII. Safety: Accident Prevention	10
IX. False Statements Concerning Highway Project.....	10
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	10
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	11
XII. Certification Regarding Use of Contract Funds for Lobbying	12

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

EXHIBIT 12-E
Attachment B

Local Assistance Procedures Manual
PS&E Checklist Instructions

Form 1273 — Revised 3-95
08-07-95

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to

refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Form 1273 — Revised 3-95
08-07-95

FR-4

EXHIBIT 12-E
Attachment B

Local Assistance Procedures Manual
PS&E Checklist Instructions

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

EXHIBIT 12-E
Attachment B

Local Assistance Procedures Manual
PS&E Checklist Instructions

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

(2) the additional classification is utilized in the area by the construction industry;

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available

may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635); the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

EXHIBIT 12-E
Attachment B

Local Assistance Procedures Manual
PS&E Checklist Instructions

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

Form 1273 — Revised 3-95
08-07-95

garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

FR-10

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

Form 1273 — Revised 3-95
08-07-95

FR-11

EXHIBIT 12-E
Attachment B

Local Assistance Procedures Manual
PS&E Checklist Instructions

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment,
 Suspension, Ineligibility and Voluntary
 Exclusion-Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF
 CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

a. 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.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. 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 recipients shall certify and disclose accordingly.

Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8

FR-13

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions. As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

FR-14

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area. Before starting work, submit to the City of Rancho Cordova:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the City of Rancho Cordova approval for this submitted information before you start work. The City of Rancho Cordova credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status, or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status, or has been employed as a journeyman. Your records must show the employee's answers to the questions. In your training program, establish the minimum length and training type for each classification. The City of Rancho Cordova and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

FR-15

EXHIBIT 12-G
Bidder's List of Subcontractors (DBE and Non-DBE)

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Rancho Cordova reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training.
 - 2.2. Provide the instruction to the apprentice or trainee.
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period.
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification, or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section.

FR-16

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

B I D F O R M

Project No. CP12-2104

Project: 2012 Street Rehabilitation Project

SUBMIT BID TO:

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

BID OPENING:

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

NO LATER THAN: 2:00 p.m.
DAY OF BID August 30, 2012

APPROXIMATELY 2:10 p.m.

TO: City Clerk
City of Rancho Cordova

Name of Bidder: Central Valley
Engineering & Asphalt, Inc.
Business Address: 216 Kenroy Lane
City, State, Zip Code: Roseville, CA 95678
Telephone Number: 916-791-1609
Contact Person: James Castle

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

CITY OF RANCHO CORDOVA

1. CONTRACTORS LICENSE FORM

Project No. CP12-2104Project: **2012 Street Rehabilitation 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. 773404Expiration Date: 3-31-14Contractor's Classification: A-Gen'l Eng.Central Valley Engineering & Asphalt, Inc.
Contractor's Name (Printed)9-5-12
Date
Bidder's Signature
(same signature as on Bid Proposal)James Castle
Bidder's Name (Printed)CFO
Bidder's Title

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

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
-------------------------	---

See Attached

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

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

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

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

Subcontractor**Portion of Work**

Rubberized Crackfiller Sealant
Fullerton, CA

Crackfill

PTS Masonry
Sacramento, CA

Masonry (partial)

Centerline Striping
Elk Grove, CA

Striping & Striping Removal

ABSL
Hayward, CA

Grinding

Wells Sweeping
Sacramento, CA

Sweeping (partial)

*Pacific Excavation
Elk Grove, CA*

Electrical

Sierra Nevada Construction
Sparks, NV

Underground (partial)

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.

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 bid, to the best of his or her knowledge and belief, that:

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

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

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

Accompanying this proposal is "Bidder's Bond"

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

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

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

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a 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.

Warren Holt - President + Treasurer

Bob Leppik - Vice President

James Castle - CFO + Secretary

Central Valley Engineering & Asphalt, Inc.

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

License No. 773404 Classification(s) A - Gen'l Eng.

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1, 2,

(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: 9-5-12

**Sign
Here**

James Castle
CFO

Signature and Title of Bidder

Business Address 216 Kenroy Lane, Roseville, CA 95678

Place of Business 216 Kenroy Lane, Roseville, CA 95678

Place of Residence 4424 Vivien Way, Rocklin, CA 95765

**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
_____, 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 RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, Central Valley Engineering & Asphalt, Inc.

as Principal, and

The Guarantee Company of North America USA

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 2012 Street Rehabilitation Project

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

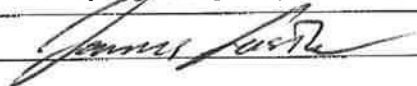
for which bids are to be opened at Rancho Cordova, CA on September 6, 2012
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: September 4, 2012

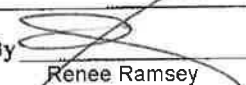
Central Valley Engineering & Asphalt, Inc.

By: 

Principal

The Guarantee Company of North America USA

Surety

By: 

Renee Ramsey

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City Rancho Cordova

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

_____, personally appeared _____,
Attorney-in-fact

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

(SEAL)

**See Attached CA Notary Acknowledgment

Notary Public

ACKNOWLEDGMENT

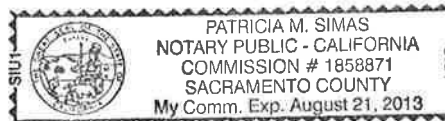
State of California
County of Sacramento)

On September 4, 2012 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Patricia M. Simas (Seal)



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny,
Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler
Interwest Insurance Services, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of September, 2012.

Randall Musselman

Randall Musselman, Secretary

**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.

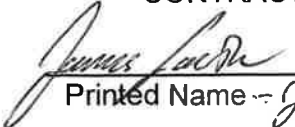
(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(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.

*Central Valley
Engineering & Asphalt, Inc.*
CONTRACTOR

9-5-12
DATE


Printed Name - James Castle

CITY OF RANCHO CORDOVA**DEPARTMENT OF PUBLIC WORKS****PROJECT NO. CP12-2104**

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

Contractor, party of the second part.

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

The special provisions for the work to be done are dated July 31, 2012 and are entitled:

**CITY OF RANCHO CORDOVA;
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR
2012 STREET REHABILITATION PROJECT**

IN

RANCHO CORDOVA

The project plans for the work to be done were approved July 31, 2012 and are entitled:

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

**RANCHO CORDOVA
2012 STREET REHABILITATION PROJECT**

IN

RANCHO CORDOVA

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova

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

Attorney-in-fact

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

(SEAL)

Notary Public

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.

2012 STREET REHABILITATION PROJECT – CP12-2104					
City of Rancho Cordova					
BID SCHEDULE					
Item NO.	Base Bid Items	Quantity	Unit	Unit Price	Amount
A. MOBILIZATION AND CONTINGENCY COSTS					
A.1	Storm Water Pollution Control Plans	1	LS	2100 ⁻	2100 ⁻
A.2	Traffic Control Plans	1	LS	50000 ⁻	50000 ⁻
A.3	Portable Changeable Message Signs	2	EA	9000 ⁻	18000 ⁻
A.4	Roadway Excavation (Contingency Only)	250	CY	100 ⁻	25000 ⁻
A.5	Unsuitable Material, Excavation & Backfill (Contingency Only)	250	CY	157 ⁻	39250 ⁻
A.6	Pavement Reconstruction (Contingency Only)	250	CY	157 ⁻	39250 ⁻
A.7	Class 2 Aggregate Base (250 TON Contingency Only)	250	TON	45 ⁻	11250 ⁻
A.8	Asphalt Concrete, Type A (250 TON Contingency Only)	250	TON	197 ⁻	49250 ⁻
B. INTERNATIONAL DR, MATHER FIELD RD to ZINFANDEL DR					
B.1	Clearing and Grubbing	1	LS	39400 ⁻	39400 ⁻
B.2	Class 2 Aggregate Base	165	TON	45 ⁻	7425 ⁻
B.3	Asphalt Concrete, Type A	580	TON	197 ⁻	114260 ⁻
B.4	Pavement Surface Preparation	64,455	SY	0 ⁶⁰	38673 ⁻
B.5	Asphalt Microsurfacing	64,455	SY	3 ²⁴	209124 ²⁵
B.6	Loop Detectors	1	EA	1286 ²⁵	1286 ²⁵
B.7	Detector Hand Holes	1	EA	1837 ⁵⁰	1837 ⁵⁰
B.8	Remove and Replace Existing PCC Sidewalks & Sidewalk Ramps	4,015	SF	1165 ⁻	46774 ⁷⁵
B.9	Remove and Replace Existing Type 1A Curb and Gutter	510	LF	52 ²⁸	26662 ⁸⁰
B.10	Remove and Replace Existing Type 5 Curb	75	LF	30 ⁻	2250 ⁻
B.11	Detectable Warning Surfaces	12	EA	300 ⁻	3600 ⁻
B.12	Adjust Existing Manhole to Grade	5	EA	1100 ⁻	5500 ⁻
B.13	Type 12 Striping	22,240	LF	053 ⁻	11676 ⁻
B.14	Type 27B Striping	490	LF	053 ⁻	25725 ⁻
B.15	Type 38 Striping	1,840	LF	079 ⁻	1449 ⁻
B.16	Type 38A Striping	230	LF	079 ⁻	1813 ⁷⁰
B.17	Type 39 Striping	9,840	LF	063 ⁻	61992 ⁰
B.18	Type 39A Striping	960	LF	063 ⁻	6048 ⁰
B.19	Limit Line and Crosswalk Striping	2,040	LF	173 ⁻	3534 ³⁰
B.20	Pavement Marking	600	SF	315 ⁻	1890 ⁻
B.21	Pavement Markers	460	EA	420 ⁻	1932 ⁻

EXHIBIT A

C. ZINFANDEL DR SIDEWALK IMPROVEMENTS, NORTH OF FOLSOM BLVD				EXHIBIT A	
C.1	Clearing and Grubbing Including: Remove & Replace Existing Landscaping, Irrigation, Mailboxes, Fences, Landscape Walls, Planters, etc.	1	LS	120000-	120000-
C.2	Class 2 Aggregate Base	195	TON	45-	8775-
C.3	Asphalt Concrete, Type A	75	TON	452-	33900-
C.4	Remove and Replace Existing Type 1A Curb and Gutter	810	LF	52 ²⁷	42338 ⁷⁰
C.5	Retaining Curb, Type 3	750	LF	30-	22500-
C.6	Remove and Replace Existing PCC Sidewalks & Sidewalk Ramps	400	SF	11 ⁶⁵	4660-
C.7	Place New PCC Sidewalks & Sidewalk Ramps	16,290	SF	10 ²⁵	166972 ⁵⁰
C.8	Detectable Warning Surfaces	15	EA	300-	4500-
C.9	Remove and Replace PCC Driveways	10,260	SF	12 ²⁵	125685-
C.10	Geotextile Fabric	14,900	SF	0 ⁴⁵	6705-
C.11	Remove Storm Drain Inlet	11	EA	1470-	16170-
C.12	Type B Storm Drain Drop Inlet	11	EA	4095-	45045-
C.13	Abandon Existing Storm Drain Lateral	11	EA	441-	4851-
C.14	12" Storm Drain Pipe	250	LF	221 ⁵⁵	55387 ⁵⁰
C.15	15" Storm Drain Pipe	45	LF	207 ⁹⁰	9355 ⁵⁰
C.16	Repair Existing Storm Drain Manhole	5	EA	5355-	26775-
C.17	48" Diameter Storm Drain Manhole	1	EA	7693 ³⁵	7693 ³⁵
C.18	60" Diameter Storm Drain Manhole	2	EA	10290-	20580-
C.19	Relocate Street Light	1	EA	5061-	5061-
TOTAL BASE BID \$		1,485,395.45		1,485,571 ⁷⁷	
TOTAL BASE BID PRICE (IN WORDS)		three		ninety-five & 95/100	
One Million Four Hundred Eighty Five Thousand Five Hundred Seventy One & 77/100					
Alternate 1 Bid Items					
D. FOLSOM BLVD, JIMBOY'S to SUNRISE BLVD					
D.1	Clearing and Grubbing	1	LS	2000-	2000-
D.2	Asphalt Concrete, Type A	50	TON	463-	23150-
D.3	Pavement Surface Preparation	7,622	SY	0 ⁸⁰	6097 ⁶⁰
D.4	Asphalt Microsurfacing	7,622	SY	3 ³⁶	25609 ⁹²
D.5	Type 12 Striping	1,800	LF	1 ⁰⁵	1890-
D.6	Type 22 Striping	420	LF	1 ⁰⁵	441-
D.7	Type 32 Striping	1,050	LF	2 ¹⁰	2205-
D.8	Type 38 Striping	780	LF	1 ⁰⁵	819-
D.9	Type 39 Striping	1,630	LF	1 ⁰⁵	1711 ⁵⁰
D.10	Type 39A Striping	120	LF	1 ⁰⁵	126-
D.11	Limit Line and Crosswalk Striping	110	LF	2 ¹⁰	231-
D.12	Pavement Markings	250	SF	4 ²⁰	1050-
TOTAL ALTERNATE 1 BID \$				65331 ⁵⁴	
TOTAL ALTERNATE 1 BID PRICE (IN WORDS)				Sixty Five Thousand Three Hundred Thirty One & 54/100	
Alternate 2 Bid Items					
E. ZINFANDEL DR, INTERNATIONAL DR TO WHITE ROCK RD AND OLSON DR TO LIGHT RAIL CROSSING					

EXHIBIT A

E.1	Storm Water Pollution Control Plans	1	LS	2100 ⁻	2100 ⁻
E.2	Traffic Control Plans	1	LS	15000 ⁻	15000 ⁻
E.3	Portable Changeable Message Sign(s)	1	LS	25000 ⁻	25000 ⁻
E.4	Roadway Excavation (Contingency Only)	250	CY	115 ⁻	28750 ⁻
E.5	Unsuitable Material, Excavation & Backfill (Contingency Only)	250	CY	157 ⁻	39250 ⁻
E.6	Pavement Reconstruction (Contingency Only)	250	CY	157 ⁻	39250 ⁻
E.7	Clearing and Grubbing	1	LS	7500 ⁻	7500 ⁻
E.8	Class 2 Aggregate Base (includes 250 TON Contingency)	265	TON	45 ⁻	11925 ⁻
E.9	Asphalt Concrete, Type A (includes 250 TON Contingency)	670	TON	215 ⁻	144050 ⁻
E.10	Pavement Surface Preparation	29,600	SY	0 ⁸⁵	25160 ⁻
E.11	Asphalt Microsurfacing	29,600	SY	3 ⁰⁹	91464 ⁻
E.12	Inductive Loop Detectors	1,180	LF	9 ²¹	11572 ²⁶
E.13	Type B Detector Handhole	10	EA	1837 ⁵⁰	18375 ⁻
E.14	Remove and Replace Existing PCC Sidewalks	570	SF	1165 ⁻	664050 ⁻
E.15	Remove and Replace Existing Curb and Gutter	95	LF	52 ³⁸	496660 ⁻
E.16	Raise Manhole Rim to Finished Grade	2	EA	1100 ⁻	2200 ⁻
E.17	Type 9 Striping	9,120	LF	0 ⁵³	4788 ⁻
E.18	Type 22 Striping	160	LF	105 ⁻	168 ⁻
E.19	Type 32 Striping	620	LF	210 ⁻	1302 ⁻
E.20	Type 38 Striping	2,660	LF	105 ⁻	2793 ⁻
E.21	Type 39 Striping	2,600	LF	079 ⁻	204750 ⁻
E.22	Type 39A Striping	720	LF	079 ⁻	567 ⁻
E.23	Limit Line and Crosswalk Striping	1,620	LF	210 ⁻	3402 ⁻
E.24	Pavement Marking	175	SF	315 ⁻	55125 ⁻
E.25	Pavement Markers	210	EA	420 ⁻	882 ⁻
TOTAL ALTERNATE 2 BID \$		489,761.55		489,704 ¹¹	
TOTAL ALTERNATE 2 BID PRICE (IN WORDS)		sixty-one & 55/100			
Four Hundred Eighty Nine Thousand Seven Hundred and Four & 11/100					
GRAND TOTAL BID (BASE+ALTERNATE1+ALTERNATE2) \$		2,040,488.02		2040606 ⁹⁰	
GRAND TOTAL BID PRICE (IN WORDS)		Two Million Forty Thousand Six Hundred and Six & 90/100			
four		eighty-eight & 02/100			

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.

2012 STREET REHABILITATION PROJECT – CP12-2104					
City of Rancho Cordova					
BID SCHEDULE					
Item NO.	Base Bid Items	Quantity	Unit	Unit Price	Amount
A. MOBILIZATION AND CONTINGENCY COSTS					
A.1	Storm Water Pollution Control Plans	1	LS	2100 ⁻	2100 ⁻
A.2	Traffic Control Plans	1	LS	50000 ⁻	50000 ⁻
A.3	Portable Changeable Message Signs	2	EA	9000 ⁻	18000 ⁻
A.4	Roadway Excavation (Contingency Only)	250	CY	100 ⁻	25000 ⁻
A.5	Unsuitable Material, Excavation & Backfill (Contingency Only)	250	CY	157 ⁻	39250 ⁻
A.6	Pavement Reconstruction (Contingency Only)	250	CY	157 ⁻	39250 ⁻
A.7	Class 2 Aggregate Base (250 TON Contingency Only)	250	TON	45 ⁻	11250 ⁻
A.8	Asphalt Concrete, Type A (250 TON Contingency Only)	250	TON	197 ⁻	49250 ⁻
B. INTERNATIONAL DR, MATHER FIELD RD to ZINFANDEL DR					
B.1	Clearing and Grubbing	1	LS	39400 ⁻	39400 ⁻
B.2	Class 2 Aggregate Base	165	TON	45 ⁻	7425 ⁻
B.3	Asphalt Concrete, Type A	580	TON	197 ⁻	114260 ⁻
B.4	Pavement Surface Preparation	64,455	SY	0 ⁶⁰	38673 ⁻
B.5	Asphalt Microsurfacing	64,455	SY	3 ²⁴	209124 ²⁵
B.6	Loop Detectors	1	EA	1286 ²⁵	1286 ²⁵
B.7	Detector Hand Holes	1	EA	1837 ³⁰	1837 ³⁰
B.8	Remove and Replace Existing PCC Sidewalks & Sidewalk Ramps	4,015	SF	11 ⁶⁵	46774 ⁷⁵
B.9	Remove and Replace Existing Type 1A Curb and Gutter	510	LF	52 ²⁸	26662 ⁸⁰
B.10	Remove and Replace Existing Type 5 Curb	75	LF	30 ⁻	2250 ⁻
B.11	Detectable Warning Surfaces	12	EA	300 ⁻	3600 ⁻
B.12	Adjust Existing Manhole to Grade	5	EA	1100 ⁻	5500 ⁻
B.13	Type 12 Striping	22,240	LF	0 ⁵³	11676 ⁻
B.14	Type 27B Striping	490	LF	0 ⁵³	257 ²⁵
B.15	Type 38 Striping	1,840	LF	0 ⁷⁴	1449 ⁻
B.16	Type 38A Striping	230	LF	0 ⁷⁹	181 ¹³
B.17	Type 39 Striping	9,840	LF	0 ⁶³	6199 ²⁰
B.18	Type 39A Striping	960	LF	0 ⁶³	604 ⁸⁰
B.19	Limit Line and Crosswalk Striping	2,040	LF	1 ⁷³	3534 ³⁰
B.20	Pavement Marking	600	SF	3 ¹⁵	1890 ⁻
B.21	Pavement Markers	460	EA	4 ²⁰	1932 ⁻

EXHIBIT A

C. ZINFANDEL DR SIDEWALK IMPROVEMENTS, NORTH OF FOLSOM BLVD				EXHIBIT A	
C.1	Clearing and Grubbing Including: Remove & Replace Existing Landscaping, Irrigation, Mailboxes, Fences, Landscape Walls, Planters, etc.	1	LS	120000-	120000-
C.2	Class 2 Aggregate Base	195	TON	45-	8775-
C.3	Asphalt Concrete, Type A	75	TON	452-	33900-
C.4	Remove and Replace Existing Type 1A Curb and Gutter	810	LF	52 ²⁷	42338 ⁷⁰
C.5	Retaining Curb, Type 3	750	LF	30-	22500-
C.6	Remove and Replace Existing PCC Sidewalks & Sidewalk Ramps	400	SF	11 ⁶⁵	4660-
C.7	Place New PCC Sidewalks & Sidewalk Ramps	16,290	SF	10 ²⁵	166972 ⁵⁰
C.8	Detectable Warning Surfaces	15	EA	300-	4500-
C.9	Remove and Replace PCC Driveways	10,260	SF	12 ²⁵	125685-
C.10	Geotextile Fabric	14,900	SF	0 ⁴⁵	6705-
C.11	Remove Storm Drain Inlet	11	EA	1470-	16170-
C.12	Type B Storm Drain Drop Inlet	11	EA	4095-	45045-
C.13	Abandon Existing Storm Drain Lateral	11	EA	441-	4851-
C.14	12" Storm Drain Pipe	250	LF	221 ⁵⁵	55387 ⁵⁰
C.15	15" Storm Drain Pipe	45	LF	207 ⁹⁰	9355 ⁵⁰
C.16	Repair Existing Storm Drain Manhole	5	EA	5355-	26775-
C.17	48" Diameter Storm Drain Manhole	1	EA	7693 ³⁵	7693 ³⁵
C.18	60" Diameter Storm Drain Manhole	2	EA	10290-	20580-
C.19	Relocate Street Light	1	EA	5061-	5061-
TOTAL BASE BID \$				1,485,571 ⁷⁷	
TOTAL BASE BID PRICE (IN WORDS)					
One Million Four Hundred Eighty Five Thousand Five Hundred Seventy One & 77/100					
Alternate 1 Bid Items					
D. FOLSOM BLVD, JIMBOY'S to SUNRISE BLVD					
D.1	Clearing and Grubbing	1	LS	2000-	2000-
D.2	Asphalt Concrete, Type A	50	TON	463-	23150-
D.3	Pavement Surface Preparation	7,622	SY	0 ⁸⁰	6097 ⁶⁰
D.4	Asphalt Microsurfacing	7,622	SY	3 ³⁶	25609 ⁹²
D.5	Type 12 Striping	1,800	LF	1 ⁰⁵	1890-
D.6	Type 22 Striping	420	LF	1 ⁰⁵	441-
D.7	Type 32 Striping	1,050	LF	2 ¹⁰	2205-
D.8	Type 38 Striping	780	LF	1 ⁰⁵	819-
D.9	Type 39 Striping	1,630	LF	1 ⁰⁵	1711 ⁵⁰
D.10	Type 39A Striping	120	LF	1 ⁰⁵	126-
D.11	Limit Line and Crosswalk Striping	110	LF	2 ¹⁰	231-
D.12	Pavement Markings	250	SF	4 ²⁰	1050-
TOTAL ALTERNATE 1 BID \$				65331 ⁵²	
TOTAL ALTERNATE 1 BID PRICE (IN WORDS)					
Sixty Five Thousand Three Hundred Thirty One & 52/100					
Alternate 2 Bid Items					
E. ZINFANDEL DR, INTERNATIONAL DR TO WHITE ROCK RD AND OLSON DR TO LIGHT RAIL CROSSING					

EXHIBIT A

E.1	Storm Water Pollution Control Plans	1	LS	2100 ⁻	2100 ⁻
E.2	Traffic Control Plans	1	LS	15000 ⁻	15000 ⁻
E.3	Portable Changeable Message Sign(s)	1	LS	25000 ⁻	25000 ⁻
E.4	Roadway Excavation (Contingency Only)	250	CY	115 ⁻	28750 ⁻
E.5	Unsuitable Material, Excavation & Backfill (Contingency Only)	250	CY	157 ⁻	39250 ⁻
E.6	Pavement Reconstruction (Contingency Only)	250	CY	157 ⁻	39250 ⁻
E.7	Clearing and Grubbing	1	LS	7500 ⁻	7500 ⁻
E.8	Class 2 Aggregate Base (includes 250 TON Contingency)	265	TON	45 ⁻	11925 ⁻
E.9	Asphalt Concrete, Type A (includes 250 TON Contingency)	670	TON	215 ⁻	144050 ⁻
E.10	Pavement Surface Preparation	29,600	SY	0 ⁸⁵	25160 ⁻
E.11	Asphalt Microsurfacing	29,600	SY	3 ⁰⁹	91464 ⁻
E.12	Inductive Loop Detectors	1,180	LF	9 ²¹	11572 ²⁶
E.13	Type B Detector Handhole	10	EA	1837 ⁵⁰	18375 ⁻
E.14	Remove and Replace Existing PCC Sidewalks	570	SF	116 ⁵	6640 ⁵⁰
E.15	Remove and Replace Existing Curb and Gutter	95	LF	52 ²⁸	4966 ⁶⁰
E.16	Raise Manhole Rim to Finished Grade	2	EA	1100 ⁻	2200 ⁻
E.17	Type 9 Striping	9,120	LF	0 ⁵³	4788 ⁻
E.18	Type 22 Striping	160	LF	1 ⁰⁵	168 ⁻
E.19	Type 32 Striping	620	LF	2 ¹⁰	1302 ⁻
E.20	Type 38 Striping	2,660	LF	1 ⁰⁵	2793 ⁻
E.21	Type 39 Striping	2,600	LF	0 ⁷⁹	2047 ⁵⁰
E.22	Type 39A Striping	720	LF	0 ⁷⁹	567 ⁻
E.23	Limit Line and Crosswalk Striping	1,620	LF	2 ¹⁰	3402 ⁻
E.24	Pavement Marking	175	SF	3 ¹⁵	551 ²⁵
E.25	Pavement Markers	210	EA	420 ⁻	882 ⁻
TOTAL ALTERNATE 2 BID \$				489704 ¹¹	
TOTAL ALTERNATE 2 BID PRICE (IN WORDS)				Four Hundred Eighty Nine Thousand Seven Hundred and Four & 11/100	
GRAND TOTAL BID (BASE+ALTERNATE1+ALTERNATE2) \$				2040606 ⁹⁰	
GRAND TOTAL BID PRICE (IN WORDS)				Two Million Forty Thousand Six Hundred and Six & 90/100	

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 Rubberized Crackfiller Sealant, Inc. Address 800 E. Walnut Ave City/State/ZIP Fullerton, CA 92831	Phone 714 843 5192 Fax 714 843 5194	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Crackfill	YES NO If YES list DBE #: Age of Firm (Yrs.):
Name PTS Masonry Address 7117 Tokay Ave City/State/ZIP Sacramento CA 95828	Phone 916 369 2144 Fax 916 369 6835	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Masonry (partial)	YES NO If YES list DBE #: Age of Firm (Yrs.):
Name Centerline Striping Address 9847 Dino Dr. City/State/ZIP Elk Grove	Phone 916-686-8660 Fax 916 686 8868	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Striping + Striping Removal	YES NO If YES list DBE #: Age of Firm (Yrs.):
Name ABS-C Address 29334 Pacific St City/State/ZIP Hayward CA	Phone 5107270900 Fax 5107270912	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Grinding	YES NO If YES list DBE #: Age of Firm (Yrs.):

Distribution: 1) Original - Local Agency File

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 Wells Sweeping	Phone 916 568 0104	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Sweeping (partial)	YES NO If YES list DBE #:
Address 5925 Marrieth Ave	Fax			Age of Firm (Yrs.)
City, State ZIP Sacramento CA				
Name Sierra Nevada Const.	Phone 775 355 0620	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Underground (partial)	YES NO If YES list DBE #:
Address 2055 E. Greg St	Fax			Age of Firm (Yrs.)
City, State ZIP Sparks, NV	775 355 0535			
Name Pacific Excavation	Phone 916- 686 2800	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Electrical	YES NO If YES list DBE #:
Address 9796 Kent St.	Fax 916- 686 2598			Age of Firm (Yrs.)
City, State ZIP Elk Grove, CA				
Name	Phone	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million		YES NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City, State ZIP				

Distribution: 1) Original - Local Agency File

Bidder's List of Subcontractors (DBE and Non-DBE)

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

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Central Striping Service	Phone 916-635-5175	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	striping	YES NO If YES list DBE #:
Address 3489 Lyung Dr.	Fax 916-631-9127			Age of Firm (Yrs.)
City State ZIP Rancho Cordova, CA 95742				
Name Western Pavement Solutions	Phone 916-203-0751	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Micro surfacing	YES NO If YES list DBE #:
Address 5025 Arnold Ave Bldg #24	Fax 916-233-3394			Age of Firm (Yrs.)
City State ZIP Mclellan, CA 95832				
Name CPM	Phone 916-391-8033	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Micro surfacing	YES NO If YES list DBE #:
Address 9990 Elder Creek Rd	Fax 916-391-3703			Age of Firm (Yrs.)
City State ZIP SAC, CA 95829				
Name GAP Enterprises	Phone 916-277-1930	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	SLURP	YES NO If YES list DBE #:
Address 90 Box 424	Fax 916-215-0411-5001			Age of Firm (Yrs.)
City State ZIP Rancho Cordova, CA 95710				

Distribution: 1) Original - Local Agency File

AGENDA ITEM 8.2

Bidder's List of Subcontractors (DBE and Non-DBE)

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

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Valley Survey Seal	Phone 916-375-1500	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Microsurfacing	YES NO If YES list DBE #:
Address 3485 Channel Dr	Fax			
City State ZIP West Sacramento CA 95793	Phone 916-375-0103			
Name Delta Grinding	Phone 915-776-8164	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Grinding	YES NO If YES list DBE #:
Address 5131 Lonevale Way	Fax			
City State ZIP Antioch, CA 94531	Phone			
Name		☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million		YES NO If YES list DBE #:
Address				
City State ZIP				
Name		☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million		YES NO If YES list DBE #:
Address				
City State ZIP				

Distribution: 1) Original - Local Agency File

No Lobbying Activities

ATTACHMENT G DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

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

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

☐
☐

- a. cash
- b. in-kind; specify: nature _____
value _____

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes ☐

No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: 916-791-1609 Date: 9-6-12

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

MEMORANDUM



DATE: September 17, 2012

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: MCKESSON DATA CENTER MAJOR DESIGN REVIEW; PROJECT NO. DD7311 – LOCATED AT 11000 TRADE CENTER DRIVE

PROPERTY OWNER: McKesson Corporation Mr. Dean Scharffenberg 11000 Trade Center Drive Rancho Cordova, CA 95670	APPLICANT/DEVELOPER: McKesson Corporation Mr. Grant Simmons 11000 Trade Center Drive Rancho Cordova, CA 95670
--	--

PROJECT: FILE: LOCATION: APN: PLANNER:	McKesson Data Center Major Design Review DD7311 11000 Trade Center Drive 072-0660-013-0000 Jessica Jordan
---	---

RECOMMENDATION

Adopt Resolution 91-2012

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the applicant to construct a ground floor building addition on the north side of the building of approximately 2,600 square feet and an addition to the existing roof penthouse, occupying the existing building footprint, of approximately 19,000 square feet. Both additions are necessary to house mechanical equipment to cool computer rooms in the data center.

ADVANCES GOALS: 1.

BACKGROUND

The subject property is located at the southwest corner of Trade Center Drive and Kilgore Road. The site was developed in 1984 with an approximate 80,000 square foot office building, parking lot, and landscaping. The building is located in the southeastern corner of the parcel, away from the street. The proposed ground floor addition will be located on the northern side of the building, encompassing an existing area that houses condensing units, seen in shadow in the aerial photograph below. This area is currently surrounded by a slatted chain link fence as well as a low, wrought-iron decorative fence.

The proposed project will replace the area within the chain link fence with building mass. The wrought iron fence will remain. The penthouse/roof addition will extend the existing penthouse area to occupy the remaining roof area, creating the visual result of a complete third story.



PROJECT ANALYSIS

The General Plan land use designation of the site is Office Mixed Use. The project site is zoned Office Professional Mixed Use (OPMU). The subject property is already developed with an existing office building with parking lot, landscaping, lighting, and existing equipment areas that are well maintained. The proposed project would expand the existing building by approximately 21,600 square feet, at the ground level and on the roof, within the existing building footprint. The location of the building within the OPMU zone and use for the building as a data center is consistent with all applicable regulations in the City's General Plan and Zoning Code.

The building is designed with architecture typical of office buildings during the time it was constructed. Building materials include concrete, windows, and decorative metal panels. Building colors are mainly taupe with teal accenting (metal panels) along each elevation as well as on the roof. Walls are articulated with meaningful scoring as well as substantive windows on the north, south, and western building elevations. Together, the building colors, materials, and architectural details create a simple, but pleasing aesthetic within the subject property's lawn area as well as in compliment to the surrounding office uses. The proposed building additions will incorporate the same color palette and level of architectural detailing, in keeping with the design scheme with the overall building. Score lines in the concrete walls will be aligned to those on the existing building. Both the ground level and roof top additions will introduce a new metal element in the form of louvers, needed to allow for proper ventilation and function of the new cooling equipment. As proposed, the louvers will be the same color as the other metal finishes already present on the building and therefore, compatible with the existing architectural style. The rooftop addition will also continue the use of the metal panels along the building's length and width. This design gives the building an overall banded look, with alternating colors and building surfaces from the floor to the rooftop. Other site improvements such as the parking area and landscaping will not be altered by the proposed project.

In keeping with the existing architectural design of the building for the additions, the aesthetics of the subject property and the immediately surrounding office area will remain mostly unchanged. Given the building's setback from the property lines and trees along the northern property line, the ground floor addition will be substantially screened from view. The roof addition, while visible mainly from the east and west building elevations, has been designed in such a way that it will blend into the existing building footprint. No additions to the existing building height of approximately 45 feet will occur. As proposed, some of the rooftop equipment will extend above the parapet by approximately 18 to 24 inches but, such equipment is setback from the building edge so it will not be substantially visible at ground level. The architect has provided site line exhibits indicating the equipment is only visible at ground level over 640 feet away, from Kilgore Road, and over 700 feet away, from Trade Center Drive. These distances do not take into account the existing vegetation that would intervene with the view, further screening the equipment above the parapet from view. The new additions will become seamless with the existing building and no adverse change to the surrounding area is expected. No other improvements are proposed therefore, no adverse impacts to the vehicular circulation nor bicycle and pedestrian traffic will result from implementation of the project.

FINANCIAL IMPLICATIONS TO THE CITY

There are no significant cost implications to the City for this development.

ATTACHMENTS

1. Resolution 91-2012 consisting of Exhibit A - Design Review Planning Submittal, including project description, site plan, demolition plans, addition plans, roof plan, building elevations, and color samples; Exhibit B - Conditions of Approval
2. Mailing Labels and Map

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 91-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING
THE MCKESSON DATA CENTER MAJOR DESIGN REVIEW – DD7311**

WHEREAS, in August 2011, the City of Rancho Cordova (“City”) received an application from McKesson Corporation (“Applicant”) for a Major Design Review for two proposed building additions to their existing facility located at 11000 Trade Center Drive within the City; and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Categorically Exempt under Section 15332, In-Fill Development, as supported by the following:

The project, which includes a ground floor addition and roof addition to an existing office building, is consistent with all applicable goals, policies, objectives, and regulations of the general plan land use designation of Office Mixed Use and the Office Professional Mixed Use zoning designation. The subject property is located within an existing developed office park, with core area of the City. The proposed building additions are approximately 21,000 square feet, less than 5 acres in size. The developed office building does not hold any value as habitat for endangered, rare or threatened species. The additional building space will accommodate energy efficient cooling equipment and will therefore, not result in additional traffic, noise, or adverse impacts to air quality or water quality. The site is adequately served by all required utilities and public services.

- B. Approves the Major Design Review, subject to the Design Review Planning Submittal (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.141.050:

Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The project site is designated Office Mixed Use and zoned Office Professional Mixed Use. The proposed additions to an existing office building are consistent with all applicable provisions and regulations of both the General Plan and Zoning Code. No Specific Plans or Special Planning Area documents apply to the project site. The project has been reviewed and is consistent with, as described below, the applicable provisions of the Design Guidelines.

Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

ATTACHMENT 1

Evidence: As proposed, the project includes two additions to an existing office building, which, in order to be seamless, must incorporate the style, color palette, and building materials already established at the site. The proposed additions will utilize concrete, metal panels, and metal louvers to match the existing building. The overall building design is enhanced by the additions, furthering the overall banding effect of the various materials along the ground floor and rooftop areas. By improving the aesthetic of the immediate project site, the improvements also enhance the overall quality of the surrounding office park. Neither the overall site layout nor the existing onsite landscaping will be altered or impacted by the project.

Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The additions will be constructed with the same quality of building materials and finishes as the existing building and will continue the previously established design scheme of the building. By introducing a new metal finish and utilizing the existing metal panels, the additions will blend seamlessly into the building. In keeping with the existing building style and footprint, the project is compatible with the adjoining and nearby properties.

Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The proposed building additions will house energy efficient cooling equipment for existing systems in operation inside the building. There will be no additional employees or traffic anticipated by the additional building space. The project does not include any alterations to the existing site layout or landscaping therefore, site circulation by vehicles, bicycles, and pedestrians will be unchanged as a result of the project.

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

McKESSON CORP. DROHAN DATA CENTER

COMPUTER ROOM AC MODIFICATIONS & ADDITION

11000 TRADE CENTER DRIVE RANCHO CORDOVA, CA

PROJECT SUMMARY

EXISTING BUILDING STATISTICS WITH PROPOSED BUILDING ADDITION:

ACCESSOR'S PARCEL NUMBER:	072-0660-013
ZONING:	OPMU OFFICE PROFESSIONAL MIXED USE
PROPERTY AREA:	8.39 ACRES
YEAR OF ORIGINAL CONSTRUCTION:	1984 (1982 UBC)
BUILDING CODE:	2010 CBC, CMC, CPC, NEC, CFC, T-24 DISABLED ACCESS STDS 2010 CEC ENERGY STANDARDS, 2010 CALGREEN MANDATORY MEASURES
OCCUPANCY GROUP & USE: (PER CBC SECTION 304)	B - OFFICE & ELECTRONIC DATA PROCESSING; UPS/BATTERY
EXISTING HEIGHT OF BUILDING:	2-STORY W/ PENTHOUSE, ±45'-8"
MAXIMUM HEIGHT OF BUILDING: (PER CBC TABLE 503)	3 STORIES, +55'
PROPOSED HEIGHT OF BUILDING:	3-STORY ±45'-8"
CONSTRUCTION TYPE: (PER CBC TABLE 601)	TYPE III-B
FIRE PROTECTION FACTOR: (PER CBC SECTION 903.2 & 907)	100% AUTOMATIC SPRINKLER SYSTEM, FIRE ALARM AND DETECTION SYSTEM
BASIC ALLOWABLE FLOOR AREA PER OCCUPANCY (A ₁): (TABULAR AREAS PER CBC TABLE 503)	B = 19,000 sf
BUILDING AREA MODIFICATIONS: (PER CBC SECTION 506.1 EQUATION 5-1)	A ₀ = {A _t + [A ₁ × I _p] + [A ₁ × I _s]}
AUTOMATIC SPRINKLER SYSTEM INCREASE: (PER CBC SECTION 506.3)	I _s = 2 FOR MULTI-STORY
FRONTAGE INCREASE: (PER CBC SECTION 506.2 EQUATION 5-2)	I _f = [F/P - 0.25] W/30 I _f = [1027/1027 - 0.25] 30/30 I _f = 1-.25x1 = 75% INCREASE
F = 1,027' P = 1,027' W = 30'	

THEREFORE:

$$A_0 = \text{ALLOWABLE BUILDING AREA PER STORY}$$
$$A_0 = \{A_1 + [A_1 \times I_p] + [A_1 \times I_s]\}$$
$$A_0 = \{19,000 + [19,000 \times .75] + [19,000 \times 2]\}$$
$$A_0 = \{19,000 + 14,250 + 38,000\}$$
$$A_0 = 71,250 \text{ SF PER FLOOR}$$

TOTAL ALLOWABLE BUILDING AREA DETERMINATION:
(PER CBC SECTION 506.4.1 #2)

$$71,250 \text{ SF} \times 2 = 142,500 \text{ SF (W/O MECH PLENUM LEVEL)}$$
$$71,250 \text{ SF} \times 3 = 213,750 \text{ SF (WITH MECH PLENUM LEVEL)}$$

PROPOSED BUILDING GROSS FLOOR AREAS:

LEVEL	EXISTING BLDG	PROPOSED ADDITION	TOTAL SF/LEVEL
FIRST FLOOR:	±40,348 sf	+ ±2,603 sf	= ±42,951 sf
SECOND FLOOR:	±36,784 sf		= ±36,784 sf
SUBTOTAL:	±77,132 sf	+ ±2,603 sf	= ±79,735 sf
PENTHOUSE:	± 4,643 sf	+ ±4,643 sf	= ±9,286 sf
PLENUM ADDITION:		±18,957 sf	= ±18,957 sf
TOTAL FLOOR & PLENUM:	±81,775 sf	+ ±21,560 sf	= ±103,335 sf

EXISTING PARKING CALCULATIONS W/ COMMON AREA EXCLUSIONS:
(PER SAC CO ZONING CODE SECTIONS 330-22, -58 & -59)

OFFICE:	±14,056 sf	× 4.5/1000 = 63
I.T., DATA STORAGE, ETC:	±34,945 sf	× 1/2000 = 17
COMMON AREA:	±28,131 sf	NO PARKING REQ'D
TOTAL:	±77,132 sf	80 STALLS REQUIRED

(E) PARKING PROVIDED: 105 STALLS, OF WHICH 101 STD & 4 ACC

TYPE III-B FIRE RESISTIVE REQUIREMENTS

(PER CBC TABLE 601 & 602, U.O.N.)

EXTERIOR BEARING WALLS - N/A	NO-HOUR>30'
INTERIOR BEARING WALLS - N/A	NO-HOUR
EXTERIOR NON-BEARING WALLS	NO-HOUR>30'
PRIMARY STRUCTURAL FRAME	NO-HOUR
INTERIOR NON-BEARING WALLS	NO-HOUR
SHAFT ENCLOSURES (CBC 708)	1-HOUR
FLOORS-CEILING & SECONDARY MEMBERS	NO-HOUR
ROOFS-CEILINGS & SECONDARY MEMBERS	NO-HOUR
EXTERIOR DOORS & WINDOWS	NO-HOUR
STAIR SHAFTS & EXIT CORRIDORS (CBC 1022)	1-HOUR

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROVIDE A MORE ENERGY EFFICIENT MEANS OF COOLING FOR THE EXISTING FIRST AND SECOND FLOOR COMPUTER ROOMS, WHEREBY THE ADDITION OF FRESH AIR ECONOMIZING AIR HANDLER SYSTEMS CAN ALLOW THE INTEGRATION OF 100% OUTSIDE AIR WHEN AMBIENT TEMPERATURES ALLOW, OR A MIXTURE OF OUTSIDE AIR & CONDITIONED AIR MAY BE BLENDED TO OPTIMALLY-ACCEPTABLE TEMPERATURE RANGES. THE GROUND FLOOR & ROOF ADDITIONS WILL NOT ADD OCCUPIED FLOOR AREA AS THEY WILL PRIMARILY BE FOR FRESH AIR INTAKE.

A SINGLE-STORY ±2,603 SF AIR HANDLER STRUCTURE WILL BE ADDED TO THE GROUND FLOOR ALONG THE NORTH SIDE THAT WILL SERVE AS THE FRESH AIR INTAKE SYSTEM FOR COMPUTER ROOM D. EXHAUST FANS WILL BE PLACED ON THE ROOF OF THIS ADDITION TO FACILITATE THE REMOVAL OF HOT AIR FROM THE COMPUTER ROOM CEILING PLENUM. A PARAPET WILL HIDE THE VIEW OF ALL ROOF EQUIPMENT AS MAY BE OBSERVED FROM GRADE. THE FACADE WILL COMPRISE OF PRE-FINISHED LOUVER SYSTEMS TO MATCH EXISTING AND PAINTED STUCCO WITH REVEALS TO MIMIC THE DETAIL & FINISH OF THE EXISTING PRECAST PANELS. SOME DEMOLITION OF THE EXTERIOR WALLS IS NECESSARY TO ALLOW ACCESS & DISTRIBUTION OF FRESH AIR BELOW THE EXISTING COMPUTER ROOM FLOOR.

A ±19,000 SF ROOF ADDITION IS DESIGNED TO ALIGN WITH THE EXISTING PENTHOUSE ROOF. THIS ROOF WILL SERVE AS THE NEW ROOF LEVEL FOR THE EXISTING CONDENSING UNITS AS PRESENTLY SIT ON THE EXISTING ROOF, AND SECONDLY THIS NEW ROOF WILL PROVIDE REDUNDANT WEATHER PROTECTION, THE INTERSTITIAL SPACE BETWEEN THE 2 ROOF LEVELS WILL SERVE AS THE FRESH AIR INTAKE PLENUM TO PROVIDE FRESH AIR TO THE EXISTING SECOND FLOOR COMPUTER ROOMS VIA NEW PENETRATING DUCT SYSTEMS. EXHAUST FANS WILL BE PLACED ON THE ROOF OF THIS ADDITION TO FACILITATE THE REMOVAL OF HOT AIR FROM THE COMPUTER ROOM CEILING PLENUMS. THE FACADE ALONG THE NEW ROOF WILL COMPRISE OF PRE-FINISHED LOUVER SYSTEMS TO MATCH EXISTING AND MATCHING VERTICAL RIB WALL PANELS TO COMPLIMENT THE EXISTING STANDING SEAM ROOF ON THE LOBBY AND PENTHOUSE CLERESTORY. SOME DEMOLITION OF THE EXISTING ROOF IS NECESSARY TO TIE IN THE NEW SUPPORT STRUCTURE AND TO ALLOW NEW FRESH AIR SUPPLY DUCTS TO THE SECOND FLOOR COMPUTER ROOMS.

FIRE PROTECTION

THE GROUND FLOOR AND ROOF ADDITIONS WILL INCLUDE EXTENSION OF EXISTING AND NEW FIRE SPRINKLER & FIRE ALARM SYSTEMS AND SMOKE DETECTION SYSTEM WHERE REQUIRED. THE ADDITION OF COVERED AREA WILL REQUIRE A FIRE PUMP AND ENCLOSURE WHICH IS INTENDED TO BE LOCATED INSIDE THE EXISTING GENERATOR ENCLOSURE AT THE SOUTHEAST CORNER OF THE BUILDING. THE FIRE PROTECTION AND ENCLOSURE SYSTEMS ARE LIKELY A DESIGN-BUILD PACKAGE PROVIDED UNDER THE GENERAL CONTRACTOR'S RESPONSIBILITY, AND MAY BE SUBMITTED AS A DEFERRED APPROVAL WITH CLOSE COORDINATION AMONG THE DESIGN TEAM, CONTRACTOR, BUILDING DEPT AND FIRE MARSHAL.

LANDSCAPE

THE EXISTING LANDSCAPE COMPRISES OF GENEROUS VOLUMES OF LAWN AND PLANTER AREAS, MATURE TREE STREETSCAPE ALONG TRADE CENTER DRIVE & KILGORE, PARKING LOT AND ENTRY PLAZA TREES & PLANTINGS. THERE ARE NO LANDSCAPE ADDITIONS OR IMPROVEMENTS INTENDED BY THIS PROJECT, OTHER THAN TO RESTORE LAWN, PLANTINGS, GROUND COVER AND IRRIGATION IF DISTURBED OR DAMAGED OVER THE COURSE OF CONSTRUCTION.

DRAWING INDEX

ARCHITECTURAL

A1.1 SITE PLAN, DRAWING INDEX, PROJECT SUMMARY, PROJECT DESCRIPTION, DIRECTORY, VICINITY MAP

A2.0 EXISTING FIRST FLOOR PLAN - DEMOLITION

A2.1 EXISTING FIRST FLOOR PLAN - ADDITION

A2.2 EXISTING SECOND FLOOR PLAN - ADDITION

A2.3 EXISTING ROOF LEVEL PLAN WITH DEMOLITION & PLENUM SPACE ADDITION

A2.4 EXISTING PENTHOUSE ROOF LEVEL PLAN WITH ROOF ADDITION

A2.5 PARTIAL EXISTING FIRST & SECOND FLOOR PLAN WITH ADDITION

A3.1 EXTERIOR ELEVATIONS

A3.2 EXTERIOR ELEVATIONS & BUILDING SECTIONS

A3.3 BUILDING SECTIONS

DIRECTORY

OWNER

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA 95670
PHONE: (916) 636-8800

GENERAL CONTRACTOR

RUDOLPH & SLETTEN, INC.
1504 EUREKA ROAD, SUITE 200
ROSEVILLE, CA 95661
PHONE: (916) 781-8001

ARCHITECT

GSB ARCHITECTURE
GREG S. BALDERREE, AIA
5110 GARLANDA DRIVE
EL DORADO HILLS, CA 95762
PHONE: (916) 933-8033

STRUCTURAL

MIYAMOTO INTERNATIONAL, INC.
1450 HALYARD DRIVE, SUITE ONE
WEST SACRAMENTO, CA 95691
PHONE: (916) 373-1995

MECHANICAL

CAPITAL ENGINEERING CONSULTANTS, INC.
11020 SUN CENTER DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
PHONE: (916) 851-3500

MECHANICAL CONTRACTOR

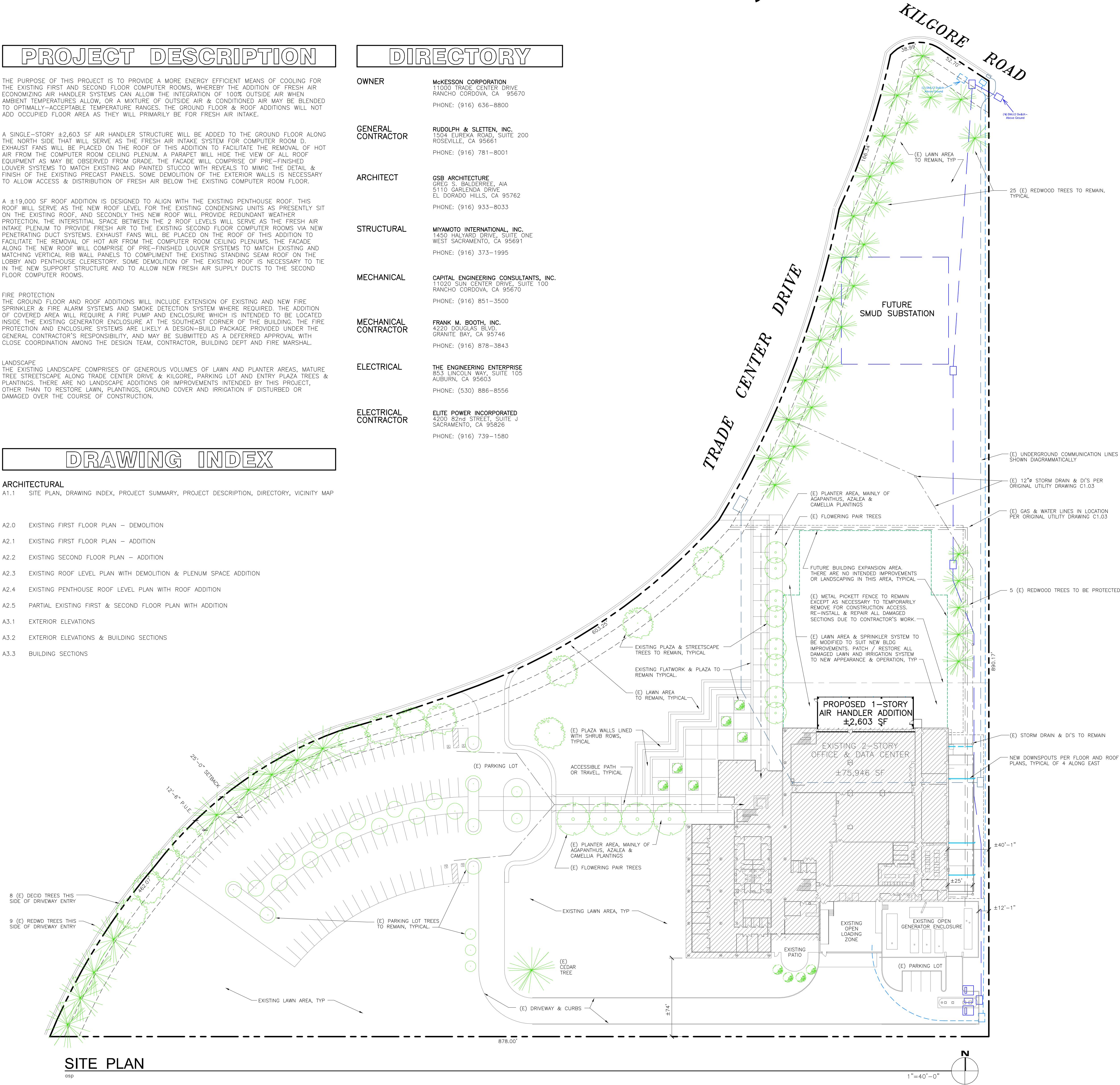
FRANK M. BOOTH, INC.
4220 DOUGLAS BLVD.
GRANITE BAY, CA 95746
PHONE: (916) 878-3843

ELECTRICAL

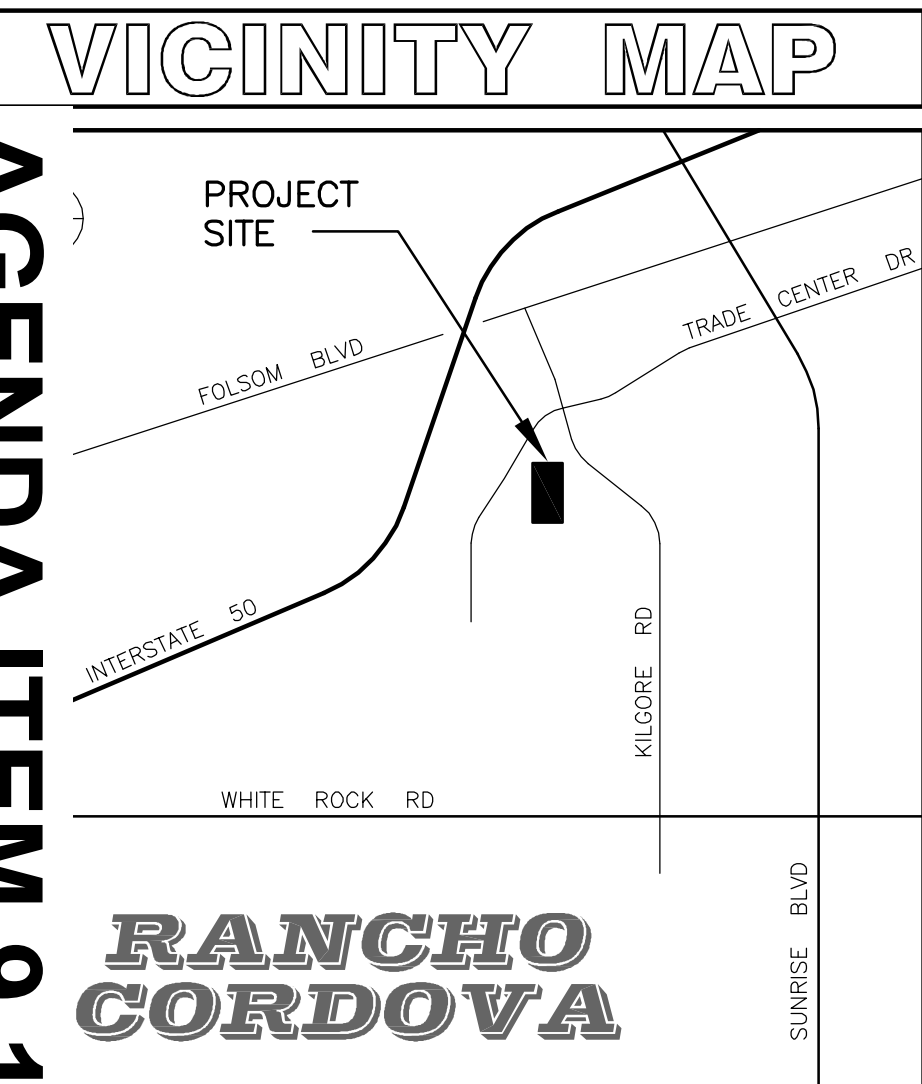
THE ENGINEERING ENTERPRISE
853 LINCOLN WAY, SUITE 105
AUBURN, CA 95603
PHONE: (530) 886-8556

ELECTRICAL CONTRACTOR

ELITE POWER INCORPORATED
4200 82nd STREET, SUITE J
SACRAMENTO, CA 95826
PHONE: (916) 739-1580



SITE PLAN



AGENDA ITEM 9.1

GSB ARCHITECTURE
Architecture • Interiors • Planning

Greg S. Balderree, AIA
Architect / CGBP / LEED AP

5110 Garlanda Drive
El Dorado Hills, CA 95762

(916) 933-8033
GSB-Arch@comcast.net
www.GSB-Arch.com

Drawn By: GSB

Checked By: GSB

Approvals

Consultant

McKESSON CORP.
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

SITE PLAN

PROJECT SUMMARY

DRAWING INDEX

DIRECTORY

VICINITY MAP

PROJECT DESCRIPTION

Sheet Title

DESIGN
REVIEW
29 JULY 2011
PLANNING
SUBMITTAL

Revisions

Project No.

GSB11-02

Date:

IN PROGRESS

A1

108

GSB

ARCHITECTURE

Architecture • Interiors • Planning

Greg S. Baldersee, AIA

Architect / CGBP / LEED AP

5110 Garlenda Drive

El Dorado Hills, CA 95762

(916) 933-8033

GSB-Arch@comcast.net

www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

McKESSON CORP.
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-6800
(916) 636-8701 FAX

Client / Owner

EXISTING FIRST FLOOR
PLAN - DEMOLITION

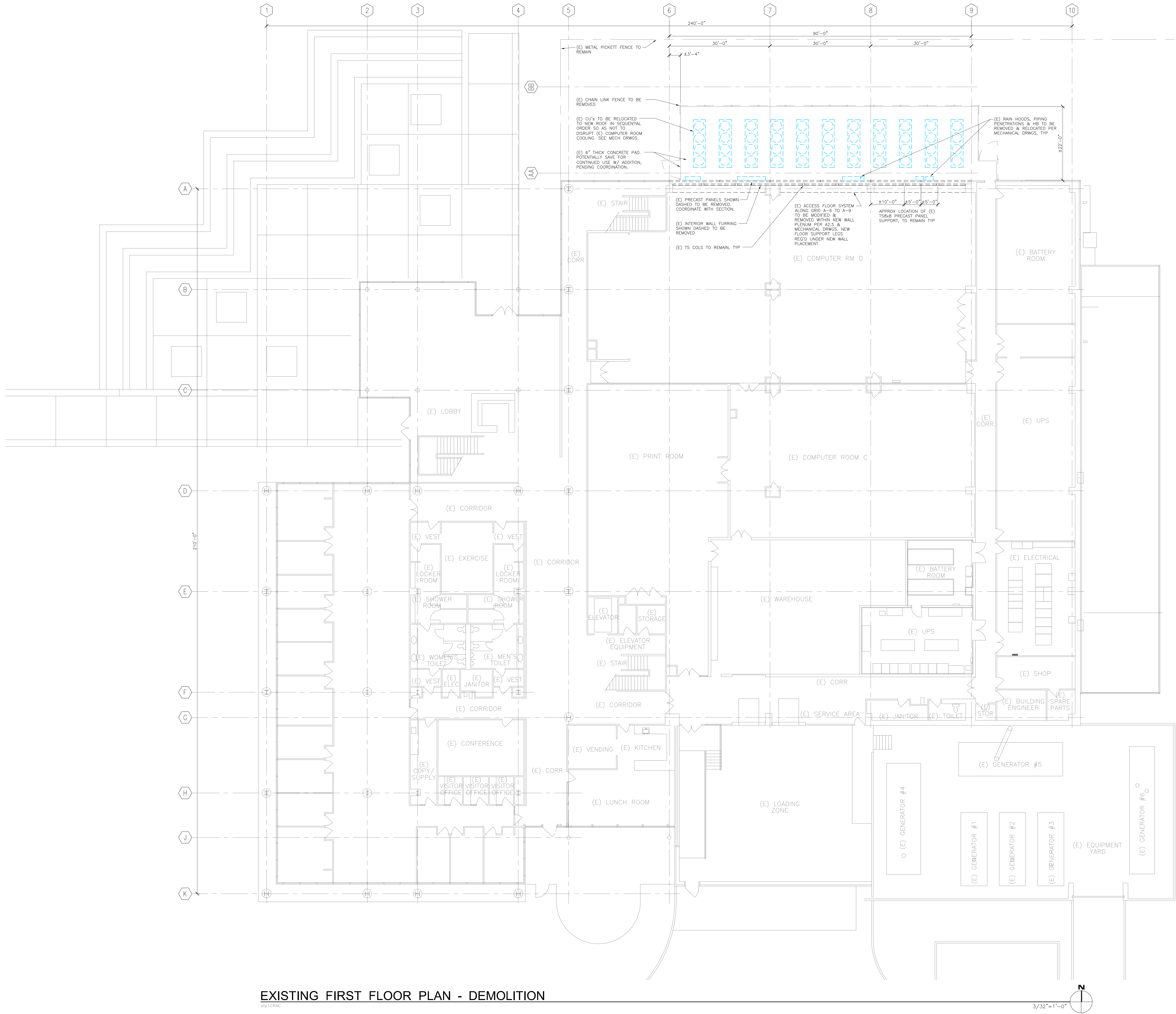
Sheet Title

DESIGN
REVIEW
29 JULY 2011
PLANNING
SUBMITTAL

Revisions

Project No.
GSB11-02
Date:
IN PROGRESS

A2.0
of



EXISTING FIRST FLOOR PLAN - DEMOLITION

gfp:TCRAC

 **GSB
ARCHITECTURE**

Architecture • Interiors • Planning

*Greg S. Balderree, AIA
Architect / CGBP / LEED AP*

5110 Garlanda Drive
El Dorado Hills, CA 95762

(916) 933-8033
GSB-Arch@comcast.net
www.GSB-Arch.com

Drawn By: GSB

Checked By: GSB

Checked By: GSB

Approvals

Consultant

McKESSON CORP.
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

EXISTING FIRST FLOOR
PLAN - ADDITION

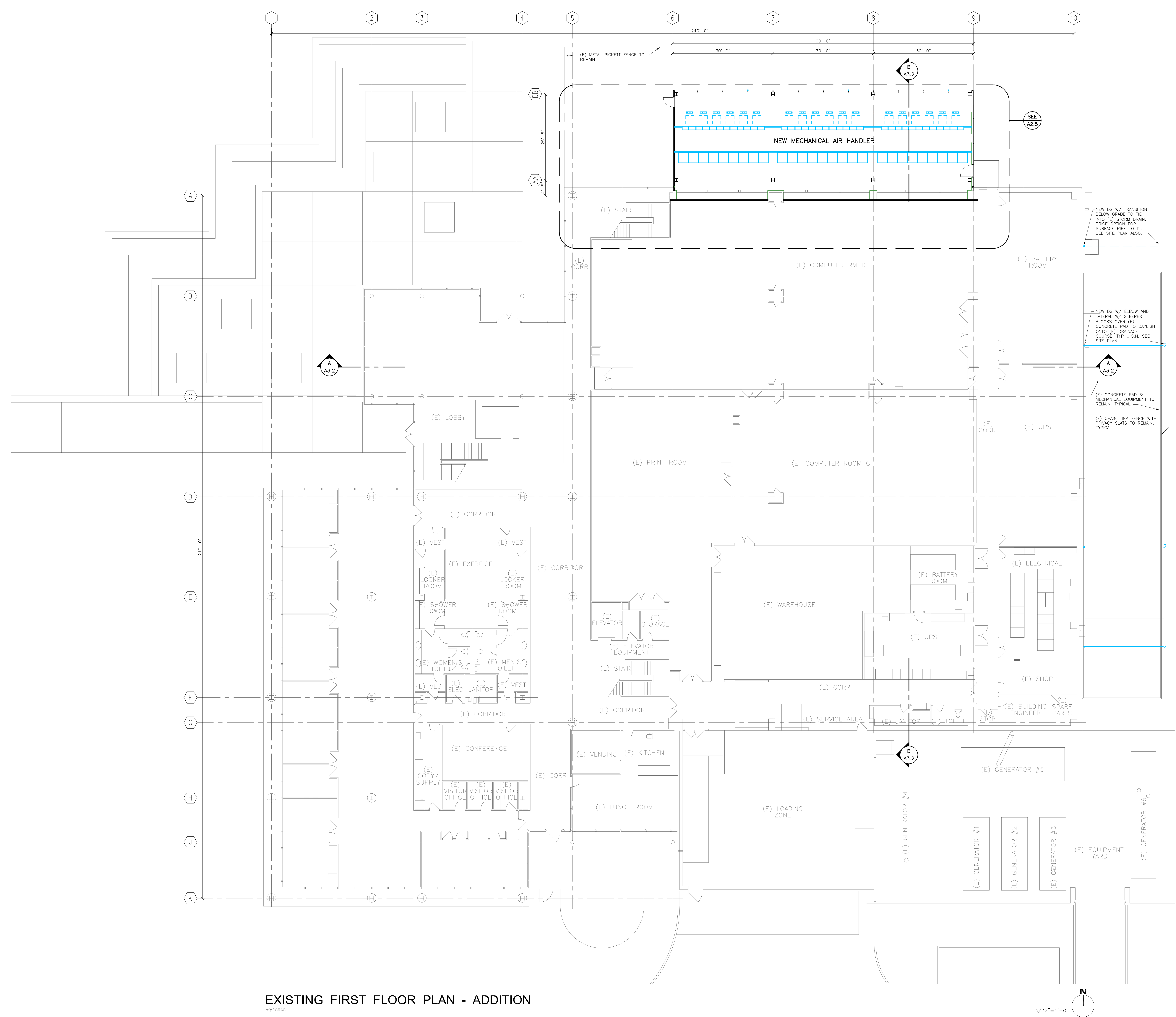
Sheet Title

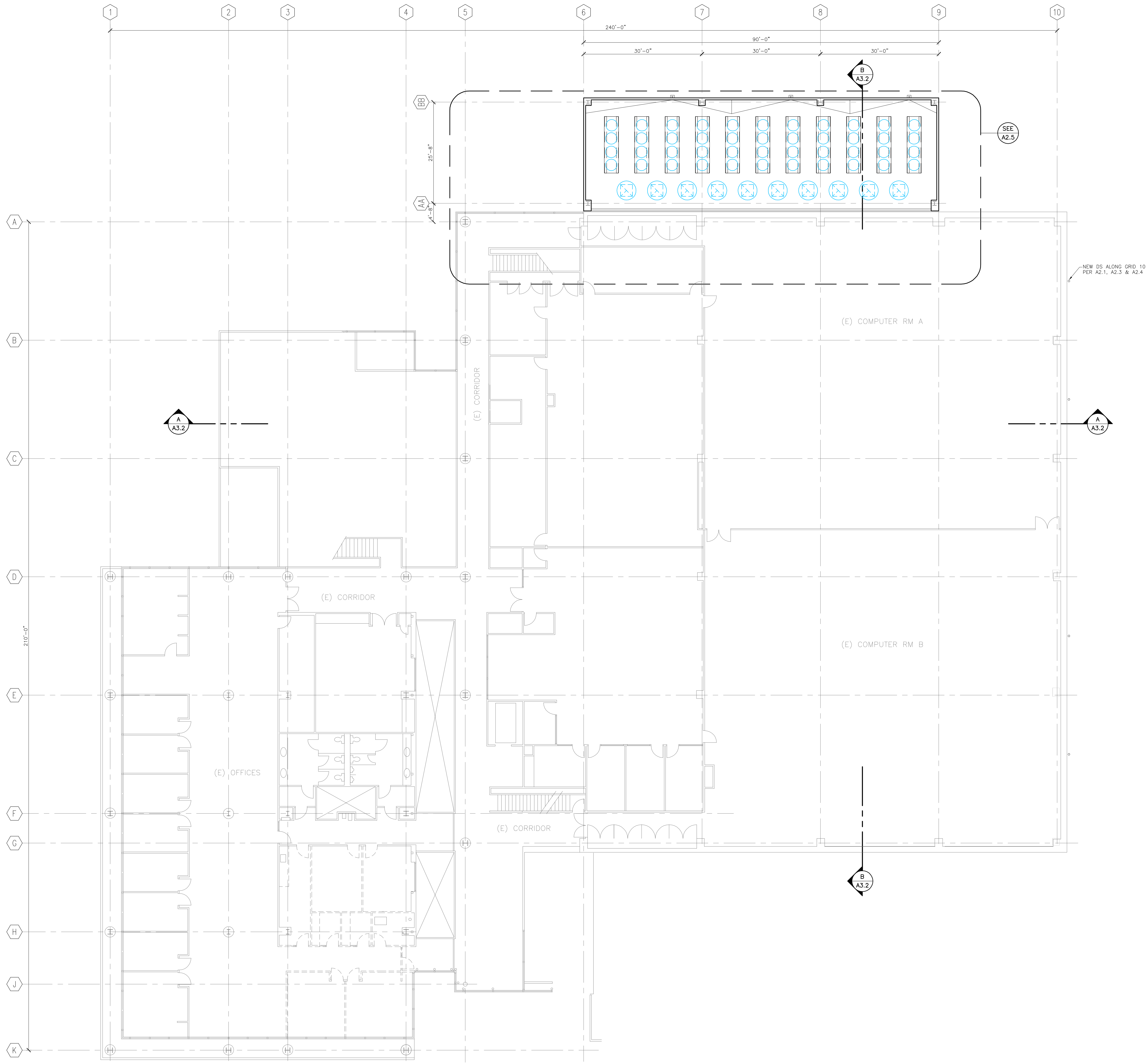
DESIGN REVIEW 29 JULY 2011 PLANNING SUBMITTAL

Revisions

Project No. GSB11-02	A2.1
Date: IN PROGRESS	

110





EXISTING SECOND FLOOR PLAN - ADDITION

01p2CRAC

3/32"=1'-0"



GSB ARCHITECTURE
Architecture • Interiors • Planning

Greg S. Balderree, AIA
Architect / CGBP / LEED AP

5110 Garlenda Drive
El Dorado Hills, CA 95762
(916) 933-8033
GSB-Arch@comcast.net
www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

**McKESSON CORP.
DROHAN
DATA CENTER**

**COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION**

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-6800
(916) 636-8701 FAX

Client / Owner

EXISTING SECOND
FLOOR PLAN - ADDITION

Sheet Title

**DESIGN
REVIEW**
29 JULY 2011
**PLANNING
SUBMITTAL**

Revisions

Project No.
GSB11-02
Date:
IN PROGRESS

A2.2
of

GSB

ARCHITECTURE

Architecture • Interiors • Planning

Greg S. Baldersee, AIA

Architect / CGBP / LEED AP

5110 Garlenda Drive

El Dorado Hills, CA 95762

(916) 933-8033

GSB-Arch@comcast.net

www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

**McKESSON CORPORATION
DROHAN
DATA CENTER**

**COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ROOF ADDITION**

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

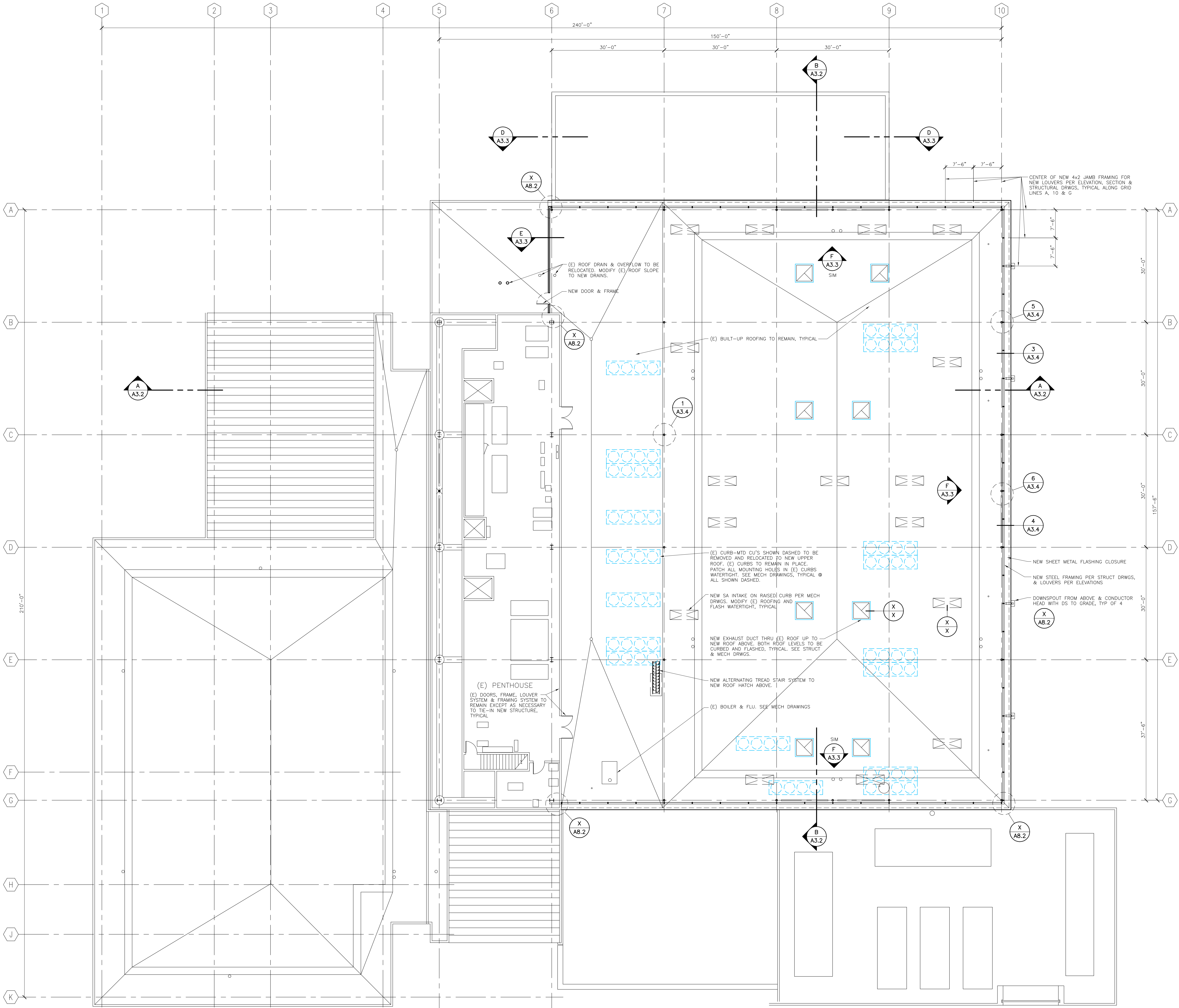
EXISTING ROOF LEVEL
PLAN WITH DEMOLITION
& PLENUM SPACE
ADDITION

Sheet Title

**DESIGN
REVIEW**
10 SEPT 2012
**PLANNING
SUBMITTAL**

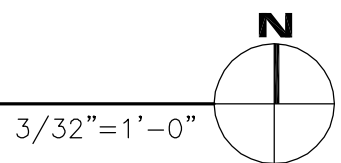
Revisions

Project No. GSB11-02	A2.3 of
Date: IN PROGRESS	



EXISTING ROOF LEVEL PLAN WITH DEMOLITION & PLENUM SPACE ADDITION

arp:RAC



GSB ARCHITECTURE

Architecture • Interiors • Planning

Greg S. Balderree, AIA

Architect / CGBP / LEED AP

5110 Garlenda Drive

El Dorado Hills, CA 95762

(916) 933-8033

GSB-Arch@comcast.net

www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

McKESSON CORP.
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-6800
(916) 636-8701 FAX

Client / Owner

EXISTING PENTHOUSE
ROOF LEVEL PLAN WITH
ROOF ADDITION

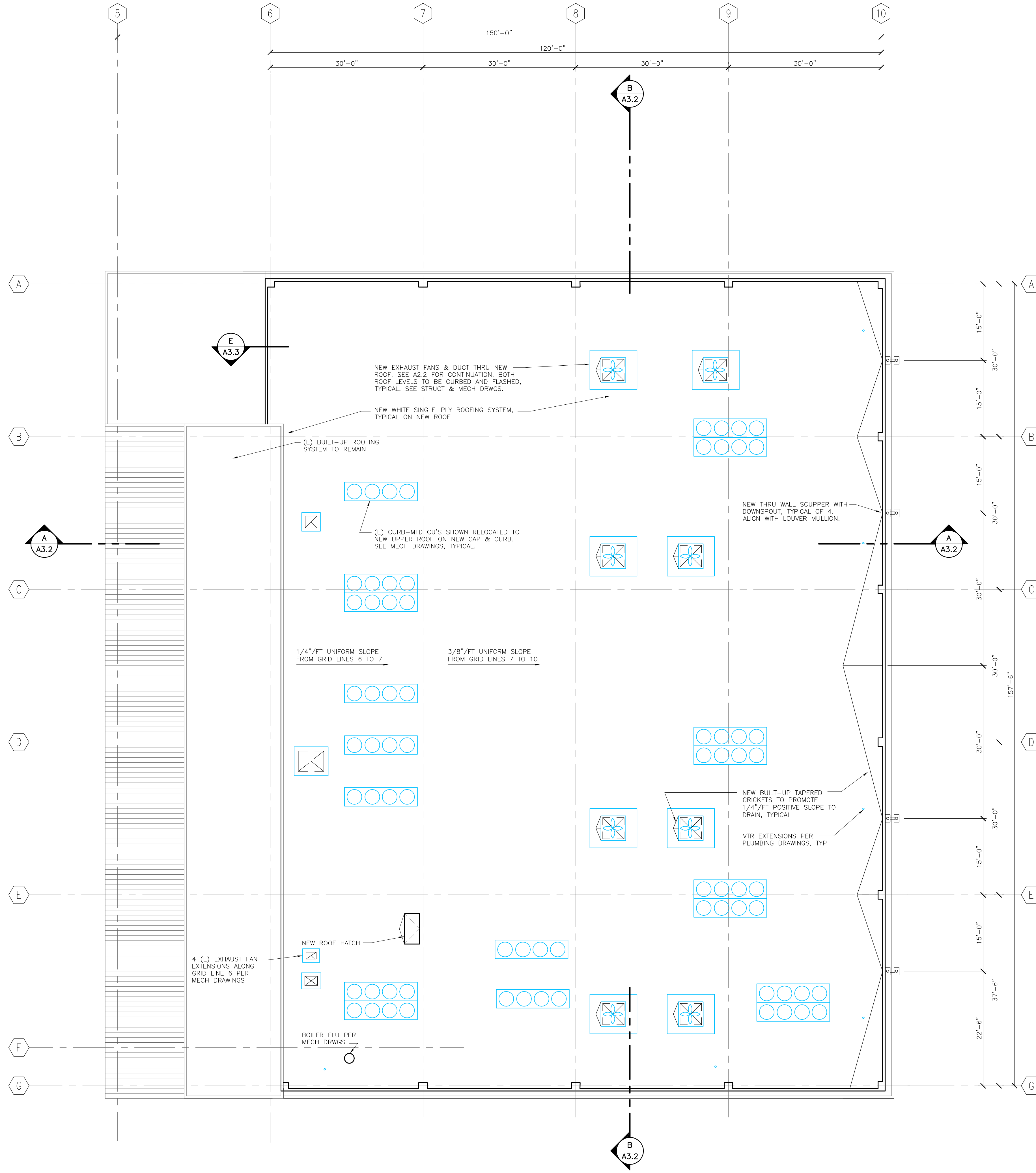
Sheet Title

DESIGN
REVIEW
29 JULY 2011
PLANNING
SUBMITTAL

Revisions

Project No.
GSB11-02
Date:
IN PROGRESS

A2.4
of



ROOF DRAINAGE

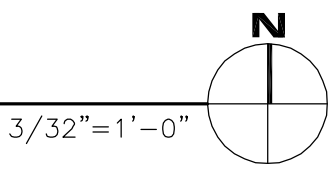
EXISTING PENTHOUSE ROOF DRAINS AND AREA UNCHANGED, NOT PART OF THIS CALCULATION.
ROOF DRAINAGE CALCULATIONS SHOWN HEREIN ARE IN ACCORDANCE WITH CURRENT EDITION OF
SMACNA GUIDELINES AND SACRAMENTO AREA RAINFALL DATA.

NEW ROOF AREA BETWEEN GRID LINES 6 & 10:
• ±18,957 SF ROOF AREA + ±994 SF (AVERAGE PARAPET SURFACE AREA) = ±19,951 SF
• ±19,951 SF / 4 DRAINS = 4,988 SF EA / 250 SF PER SI DOWNSPOUT AREA = 19,952 SI
• EACH OF 4 DOWNSPOUTS TO BE MINIMUM 4x6 PLAIN RECTANGULAR OR 6" PLAIN ROUND IN
SAME GAGE AS CONDUCTOR HEAD AS DETAILED.

REFER TO A2.1, A2.3 AND EXTERIOR ELEVATIONS FOR CONTINUATION.

EXISTING PENTHOUSE ROOF LEVEL PLAN WITH ROOF ADDITION

org/RAC



GSB

ARCHITECTURE

Architecture • Interiors • Planning

Greg S. Baldersee, AIA

Architect / CGBP / LEED AP

5110 Garlenda Drive

El Dorado Hills, CA 95762

(916) 933-8033

GSB-Arch@comcast.net

www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

McKESSON CORP.
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-6800
(916) 636-8701 FAX

Client / Owner

PARTIAL EXISTING
FIRST FLOOR PLAN
& ADDITION

PARTIAL EXISTING
SECOND FLOOR PLAN
& ROOF ADDITION

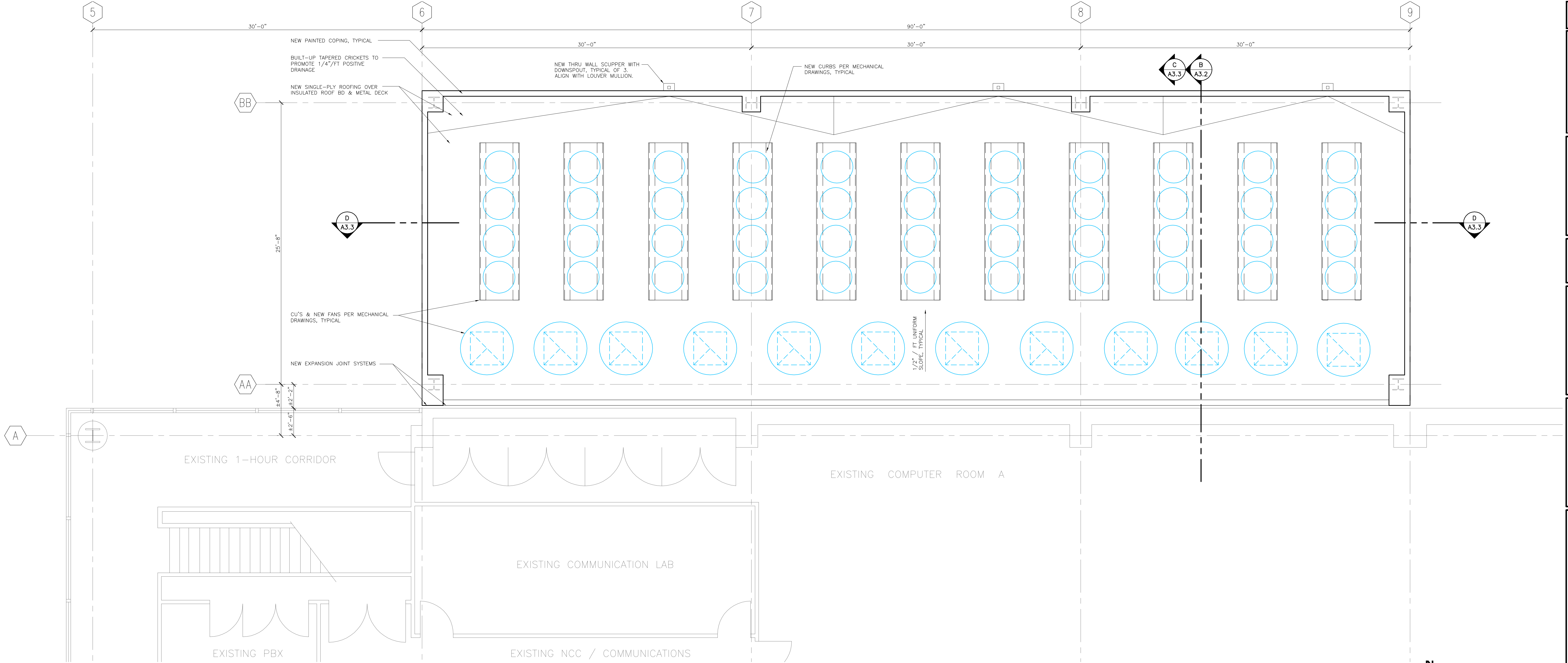
Sheet Title

DESIGN
REVIEW
29 JULY 2011
PLANNING
SUBMITTAL

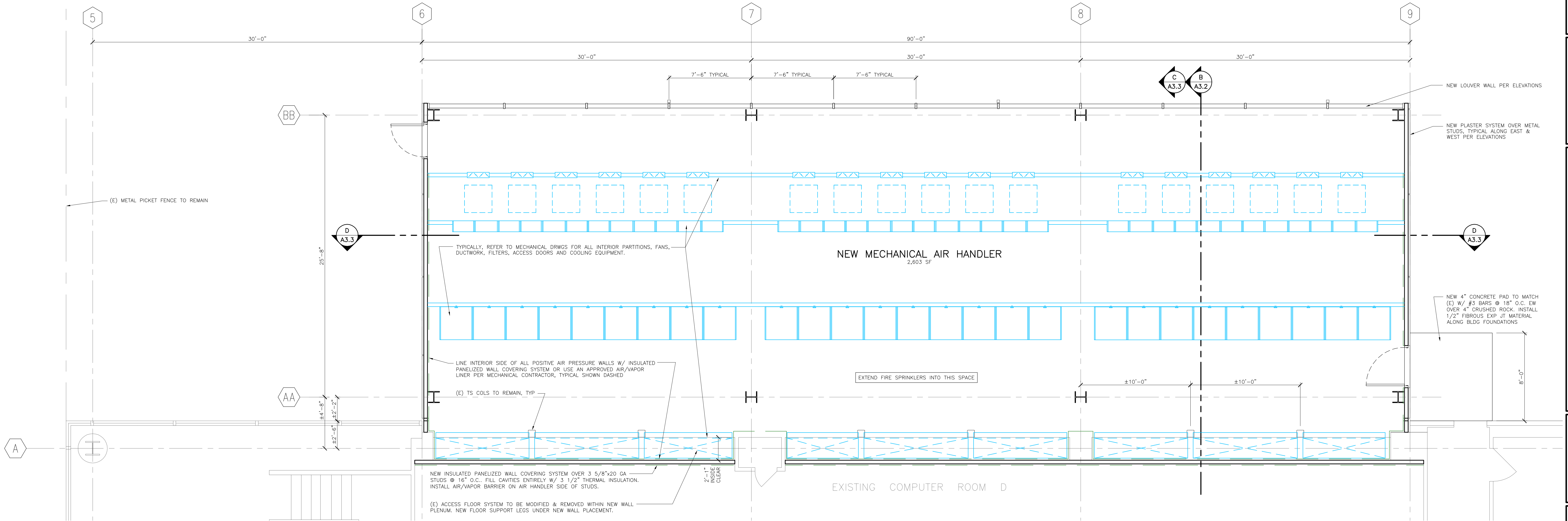
Revisions

Project No.
GSB11-02
Date:
IN PROGRESS

A2.5
of



PARTIAL EXISTING SECOND FLOOR PLAN & ROOF ADDITION



PARTIAL EXISTING FIRST FLOOR PLAN & ADDITION

GSB

ARCHITECTURE

Architecture • Interiors • Planning

Greg S. Balderree, AIA

Architect / CGBP / LEED AP

5110 Garlenda Drive

El Dorado Hills, CA 95762

(916) 933-8033

GSB-Arch@comcast.net

www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

McKESSON CORPORATION
DROHAN DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ROOF ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

EXISTING
EXTERIOR ELEVATIONS
W/ PROPOSED ADDITION

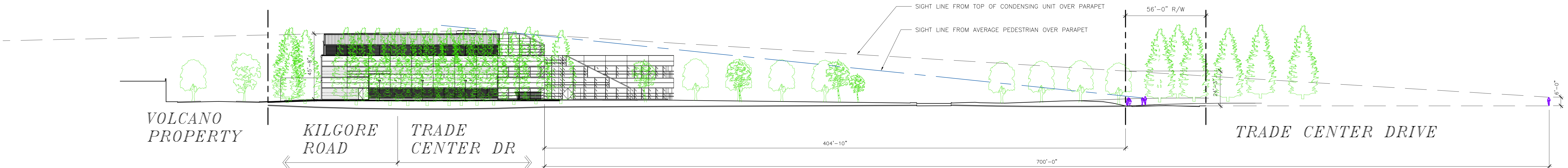
SIGHT LINE EXHIBIT

Sheet Title

DESIGN
REVIEW
10 SEPT 2012
PLANNING
SUBMITTAL

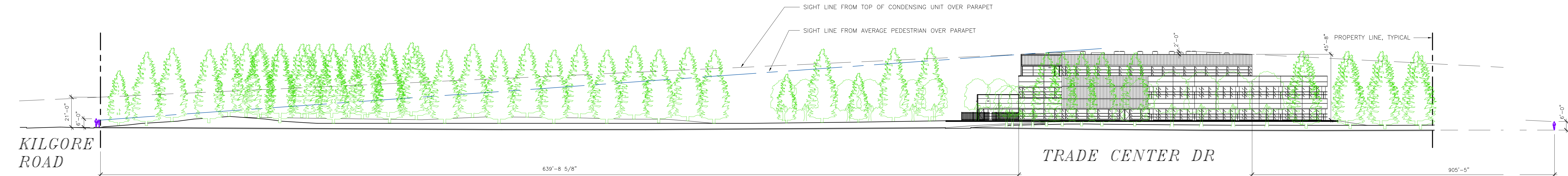
Revisions
Project No.
GSB11-02
Date:
IN PROGRESS

A3.0
of



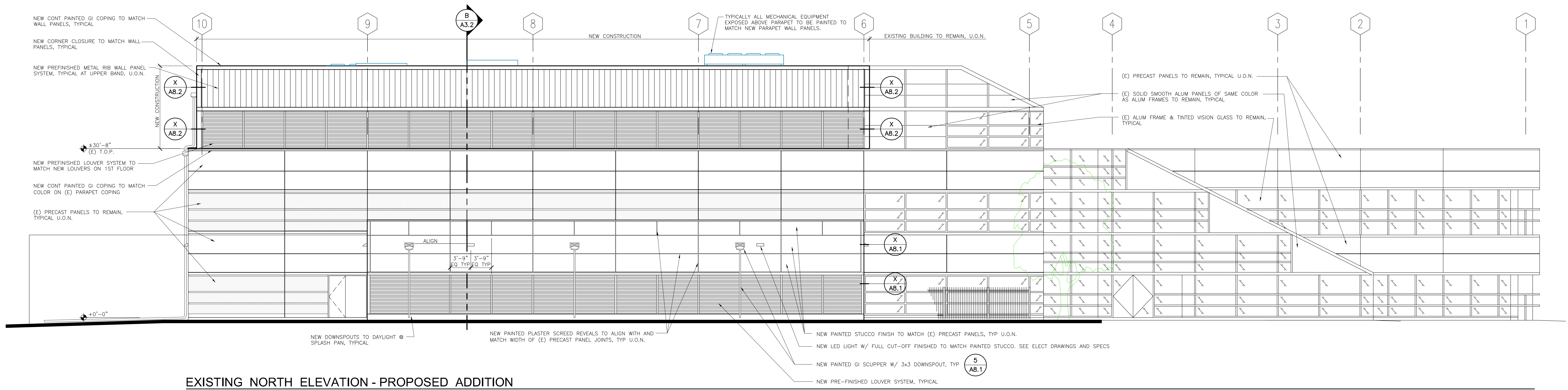
EXISTING NORTH ELEVATION WITH PROPOSED ADDITION FACING KILGORE

1" = 30'-0"

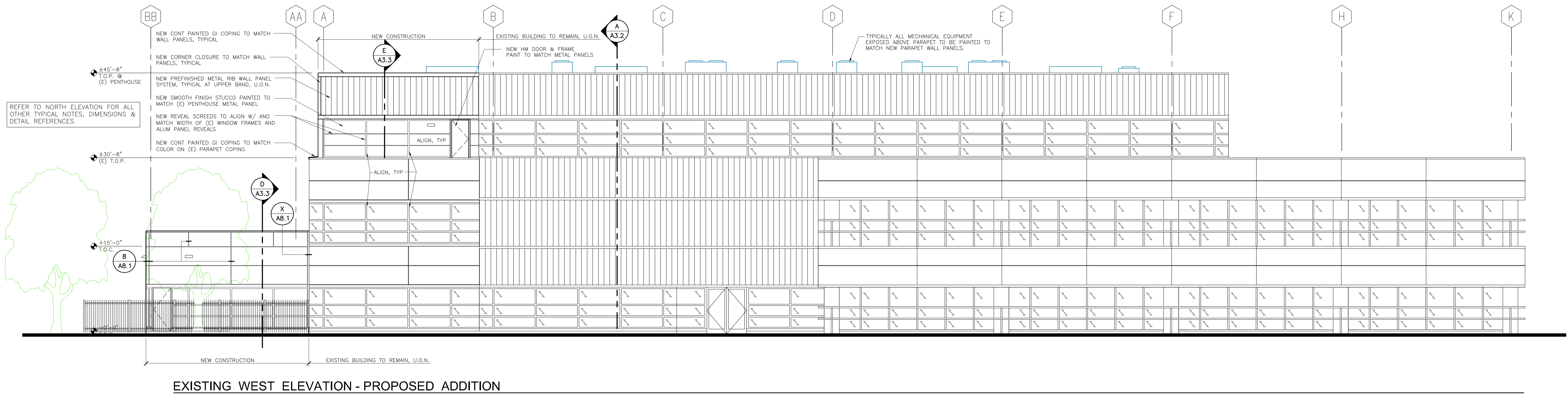


EXISTING WEST ELEVATION WITH PROPOSED ADDITION FACING TRADE CENTER DRIVE

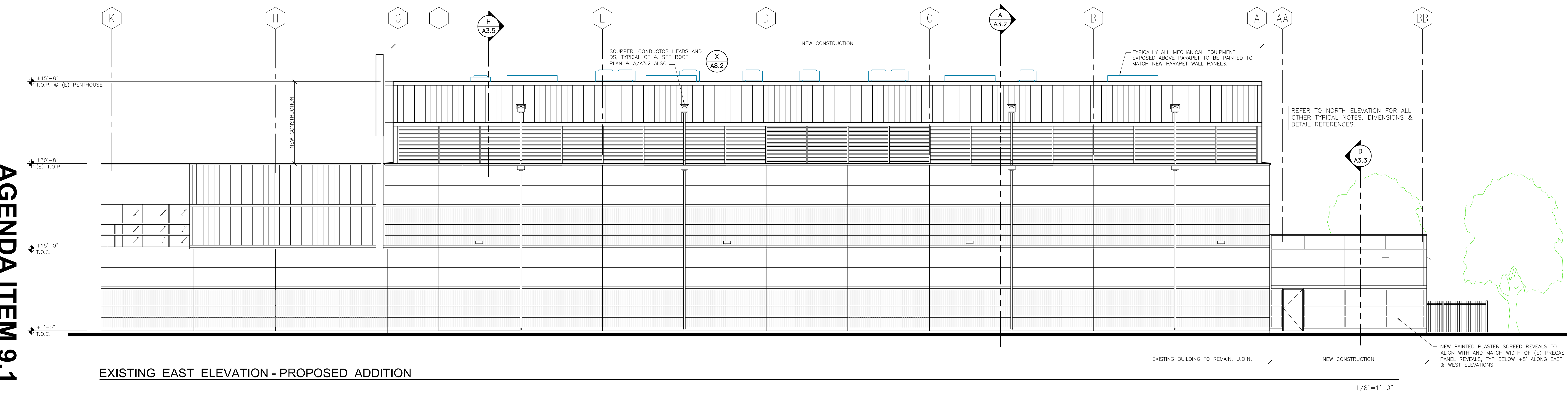
1" = 30'-0"



EXISTING NORTH ELEVATION - PROPOSED ADDITION



EXISTING WEST ELEVATION - PROPOSED ADDITION



EXISTING EAST ELEVATION - PROPOSED ADDITION

AGENDA ITEM 9.1

GSB ARCHITECTURE
Architecture • Interiors • Planning
Greg S. Baldersee, AIA
Architect / CGBP / LEED AP
5110 Garlenda Drive
El Dorado Hills, CA 95762
(916) 933-8033
GSB-Arch@comcast.net
www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

McKESSON CORPORATION
DROHAN
DATA CENTER

COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ROOF ADDITION

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA
Project Title

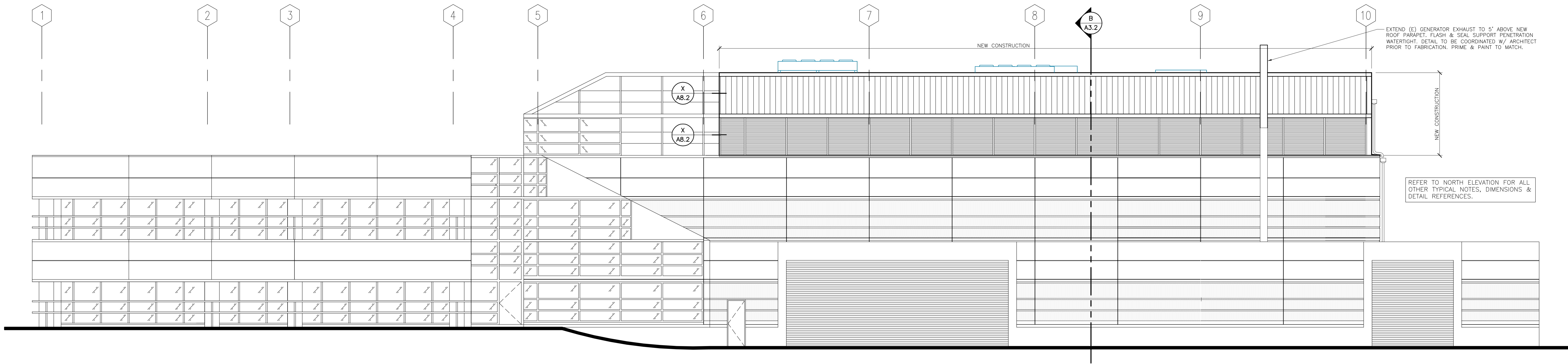
McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

EXISTING
EXTERIOR ELEVATIONS
W/ PROPOSED ADDITION

Sheet Title
DESIGN REVIEW
10 SEPT 2012
PLANNING SUBMITTAL

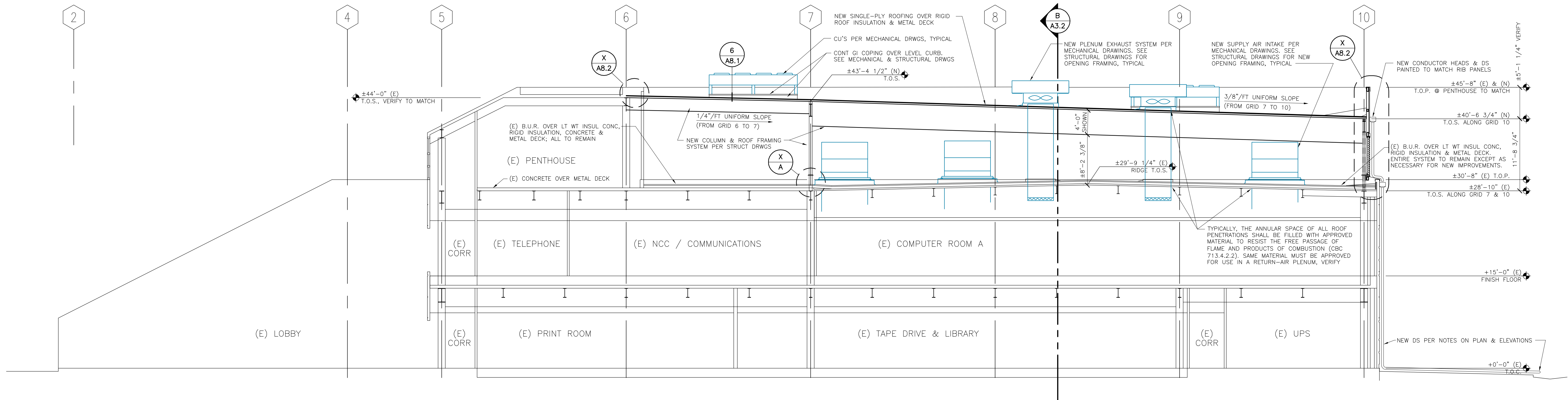
Revisions
Project No. GSB11-02
Date: IN PROGRESS
A3.1
of



EXISTING SOUTH ELEVATION - PROPOSED ADDITION

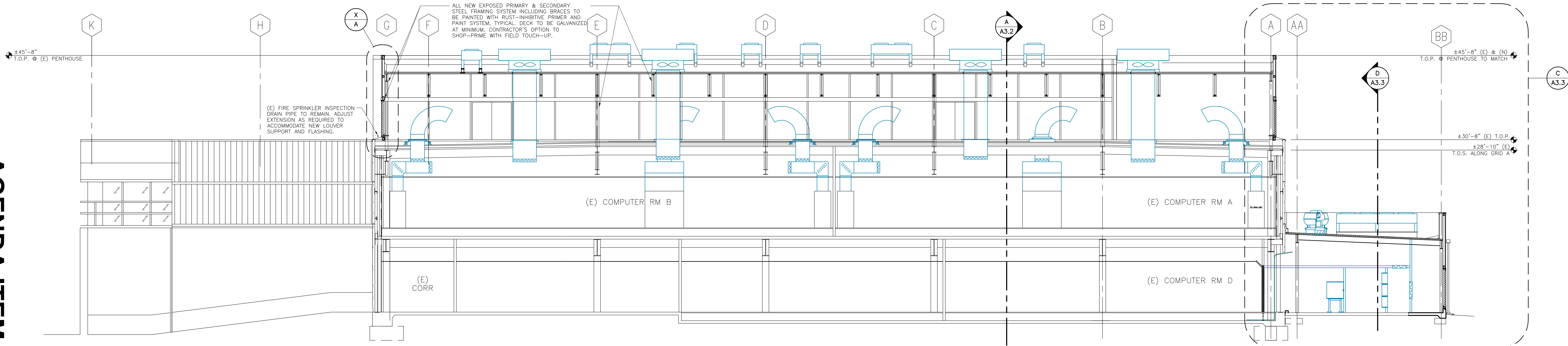
see

1/8"=1'-0"



A A3.2 LONGITUDINAL BUILDING CROSS SECTION LOOKING NORTH

1/8"=1'-0"



B A3.2 TRANSVERSE BUILDING CROSS SECTION LOOKING WEST

1/8"=1'-0"

AGENDA ITEM 9.1

GSB ARCHITECTURE
Architecture • Interiors • Planning

Greg S. Balderree, AIA
Architect / CGBP / LEED AP

5110 Garlenda Drive
El Dorado Hills, CA 95762
(916) 933-8033
GSB-Arch@comcast.net
www.GSB-Arch.com

Drawn By: GSB
Checked By: GSB

Approvals

Consultant

**McKESSON CORPORATION
DROHAN
DATA CENTER**

**COMPUTER ROOM
AIR CONDITIONING
MODIFICATIONS &
ROOF ADDITION**

11000 TRADE CENTER DRIVE
RANCHO CORDOVA
CALIFORNIA

Project Title

McKESSON CORPORATION
11000 TRADE CENTER DRIVE
RANCHO CORDOVA, CA
95670
(916) 636-8800
(916) 636-8701 FAX

Client / Owner

SOUTH ELEVATION

BUILDING SECTIONS

Sheet Title

**DESIGN
REVIEW**
10 SEPT 2012
**PLANNING
SUBMITTAL**

Revisions

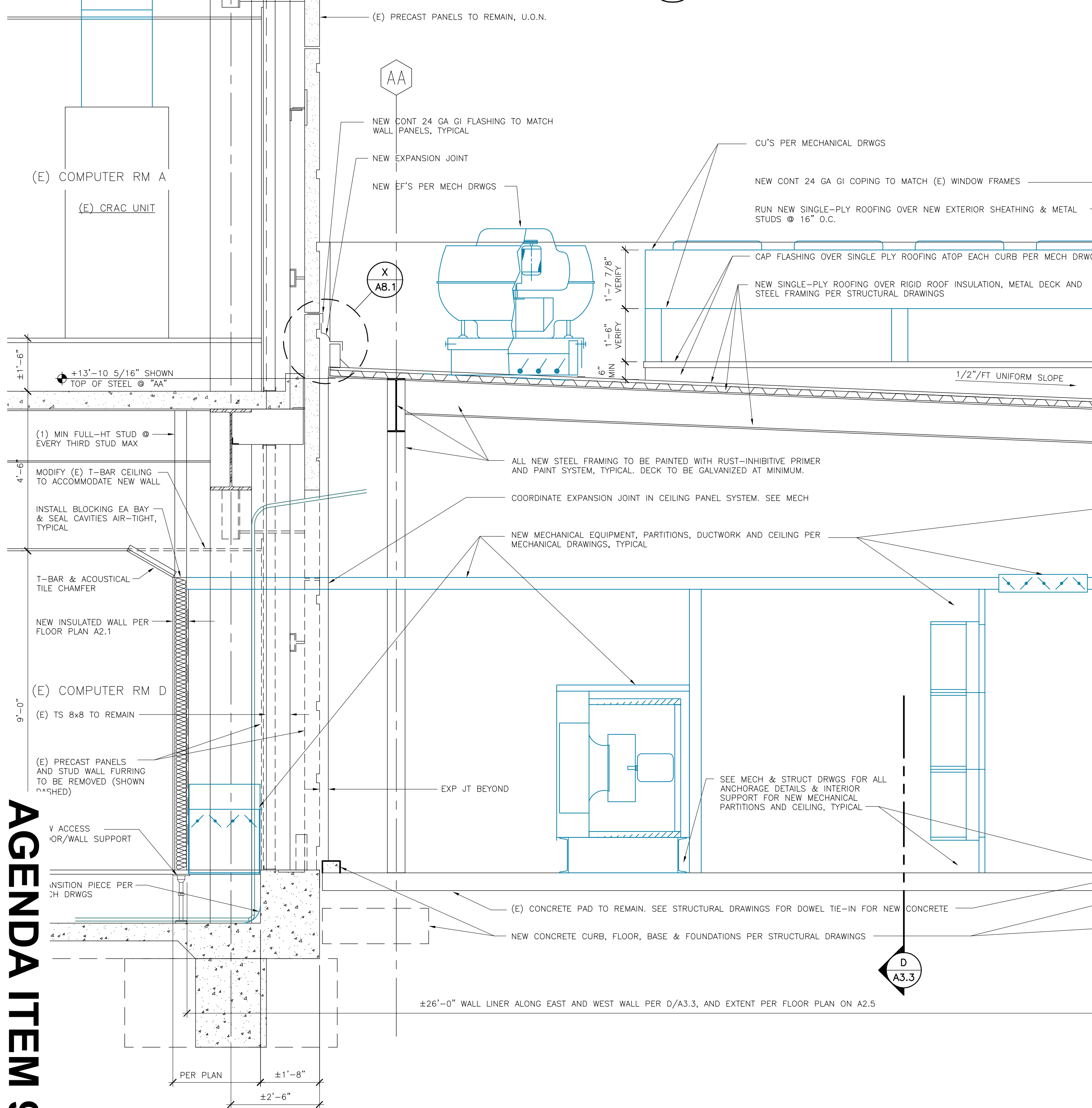
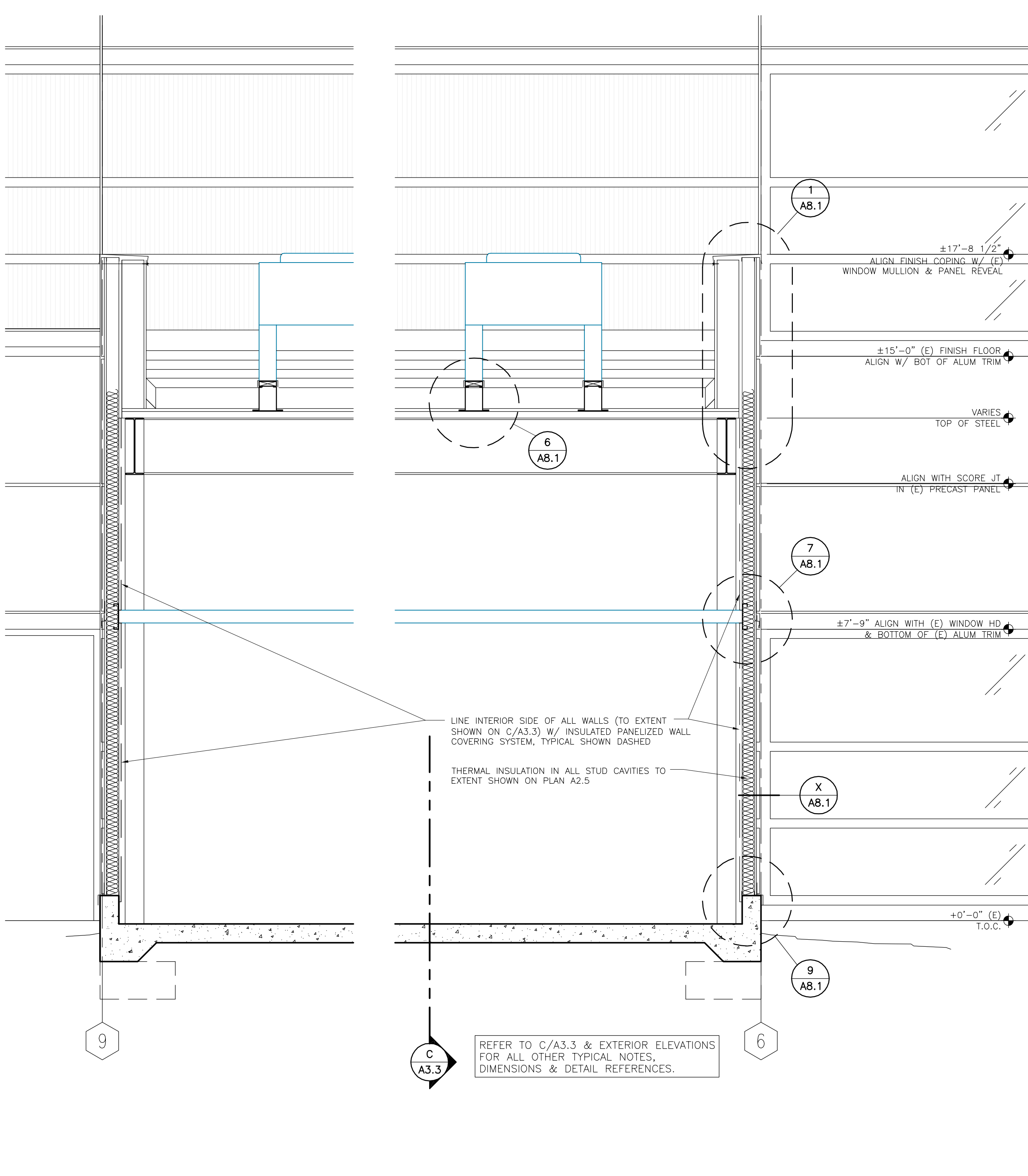
Project No.

GSB11-02

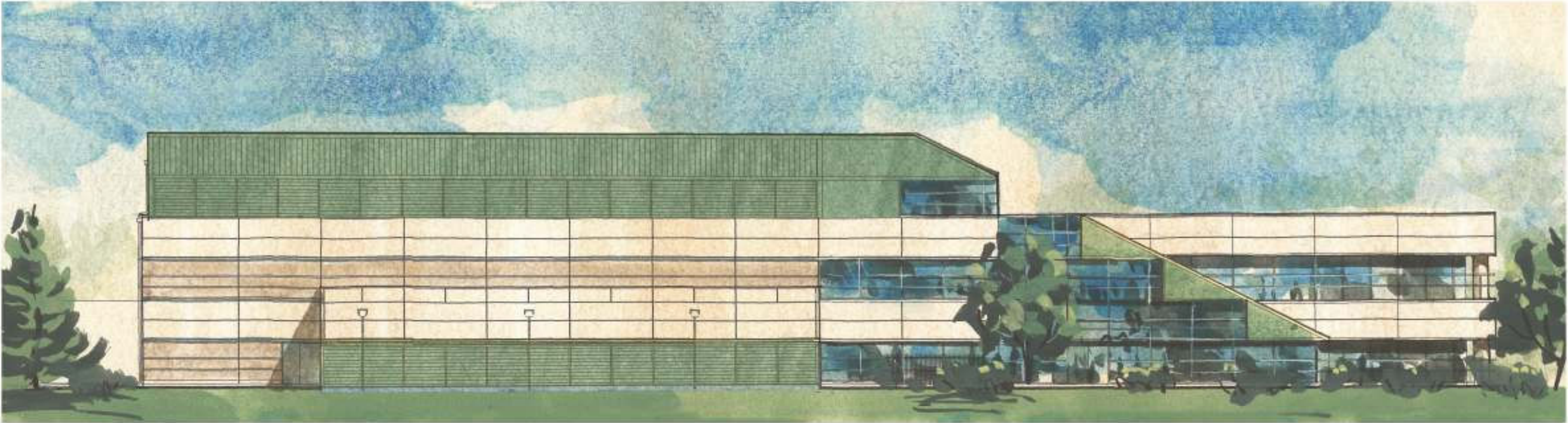
Date:

IN PROGRESS

A3.2
of


$$1/2'' = 1' - 0''$$

$$1/2'' = 1' - 0''$$

Project No. GSB11-02	A3.3
Date: IN PROGRESS	



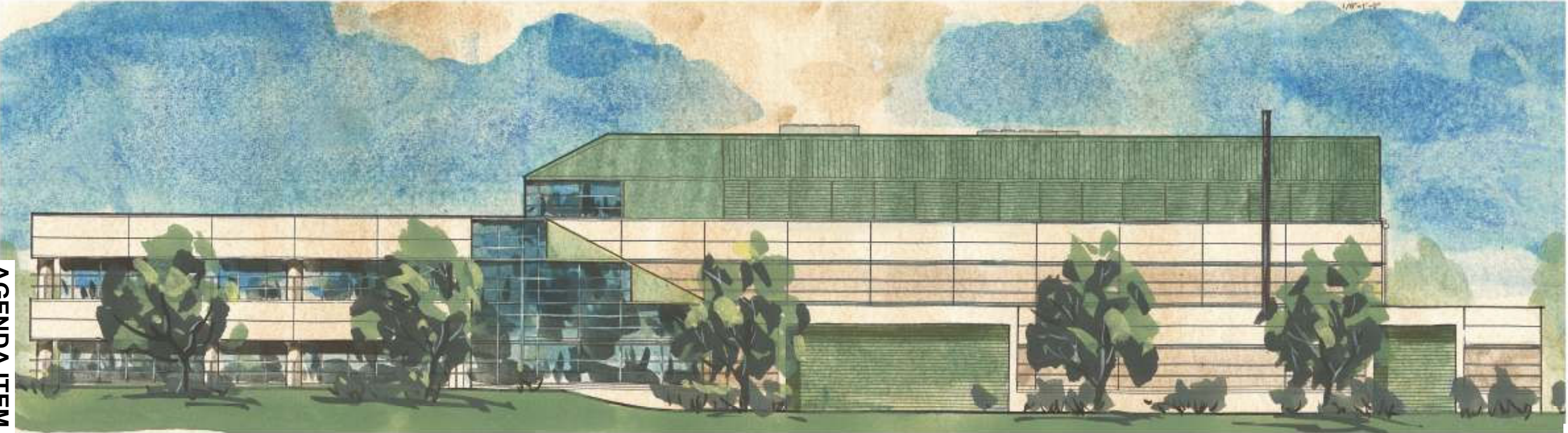
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
1.	ON-GOING	PLANNING	
The action approves Major Design Review for the McKesson Data Center, located at 11000 Trade Center Drive (APN 072-0660-013), to construct a ground floor addition on the north side of the building of approximately 2,600 square feet and an addition encompassing the existing building footprint to the existing roof penthouse of approximately 19,000 square feet for the purpose of providing mechanical equipment to cool the computer rooms of the data center, as described in the September 17, 2012 staff report and associated attachments. Any significant modification to the project shall require amendment to the Design Review.			
2.	ON-GOING	PLANNING	
In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.			
3.	ON-GOING	PLANNING	
This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.			
4.	ON-GOING	PLANNING	
The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.			
5.	ON-GOING	FINANCE	
The Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.			

Conditions of Approval

	Prior to Building Permit or Improvement Plan Issuance.			
6.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Building Permit Review and Building Permit Issuance. For account status, please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	PRIOR TO BUILDING PERMIT SUBMITTAL / PRIOR TO BUILDING PERMIT ISSUANCE	FINANCE	
7.	The Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk, driveways, curb and gutter along property frontage to the satisfaction of the Public Works Department. Sidewalk panels shall be replaced to the nearest joint. In addition, sidewalk and driveway sections not meeting ADA guidelines shall be removed and replaced.	PRIOR TO BUILDING PERMIT ISSUANCE	PUBLIC WORKS	
	Prior to Occupancy			
8.	The Applicant shall verify with the City's Finance Department that their account is in good standing. If any balance is due, it shall be paid in full prior to Final Occupancy. For account status, please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	PRIOR TO OCCUPANCY	FINANCE	
9.	Sidewalk and driveway repairs shall be accepted as complete.	PRIOR TO OCCUPANCY	PUBLIC WORKS	
10.	The Planning Department shall inspect that the project has been built in substantial conformance with the approved Design Review plans.	PRIOR TO OCCUPANCY	PLANNING	

Advisory Comments

General Information and Compliance Items:

The following item(s) are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

Rancho Cordova Building Department

- 1) Accessible upgrades will be required per 2010 CBC 1134B. Contact the Building and Safety Department for additional information.

CITY OF RANCHO CORDOVA
PLANNING

LETTER OF CERTIFICATION

This form is to be completed by the person/firm preparing the map and list of property owners **and residents of absentee owners** within five hundred feet (500') of the project site.

State of California
County of Sacramento
City of Rancho Cordova

I, Greg Balderron hereby certify that attached list and labels contain the names and addresses of all persons having ownership, as they appear on the latest available assessment roll of the County of Sacramento and in the case of an absentee owner, **the addresses of all renters or lessees** of said address within the area described and for a distance of five hundred feet (500') from the exterior boundaries of the project site.

Please Note: Complete the items below only in the presence of a Notary Public.

I/we certify (or declare under penalty of perjury under the laws of the State of California) that the foregoing is true and correct.

Greg S. Balderron
Print Name

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me on the 29th day of July, 2011,
by Greg S. Balderron proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

[Signature]
Notary



(Notary Seal)

**Note: Rancho Cordova Planning can notarize this form.
Please call ahead to confirm the Notary will be available.**

P.O.K. 1.9N., R. 6E., M.D.B.B.M.
(PROL. INTO RANCHO RIO DE LOS AMERICANOS)

072-66

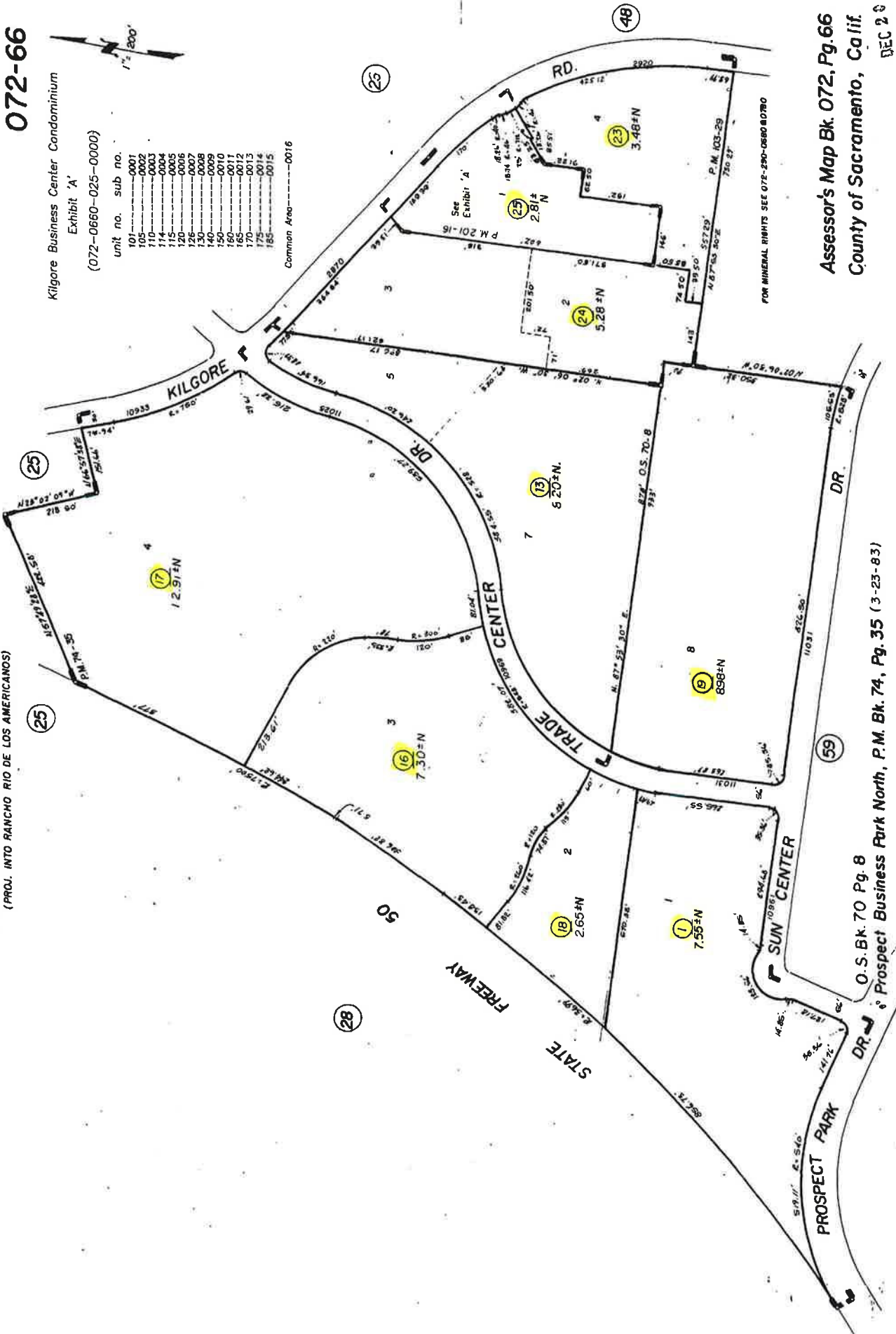
Kilgore Business Center Condominium
Exhibit 'A'

(072-0660-025-0000)

unit no. sub no.

101	0001
102	0002
103	0003
104	0004
105	0005
106	0006
107	0007
108	0008
109	0009
110	0010
111	0011
112	0012
113	0013
114	0014
115	0015
116	0016
117	0017
118	0018
119	0019
120	0020
121	0021
122	0022
123	0023
124	0024
125	0025
126	0026
127	0027
128	0028
129	0029
130	0030
131	0031
132	0032
133	0033
134	0034
135	0035
136	0036
137	0037
138	0038
139	0039
140	0040
141	0041
142	0042
143	0043
144	0044
145	0045
146	0046
147	0047
148	0048
149	0049
150	0050
151	0051
152	0052
153	0053
154	0054
155	0055
156	0056
157	0057
158	0058
159	0059
160	0060
161	0061
162	0062
163	0063
164	0064
165	0065
166	0066
167	0067
168	0068
169	0069
170	0070
171	0071
172	0072
173	0073
174	0074
175	0075
176	0076
177	0077
178	0078
179	0079
180	0080
181	0081
182	0082
183	0083
184	0084
185	0085
186	0086
187	0087
188	0088
189	0089
190	0090
191	0091
192	0092
193	0093
194	0094
195	0095
196	0096
197	0097
198	0098
199	0099
200	0100

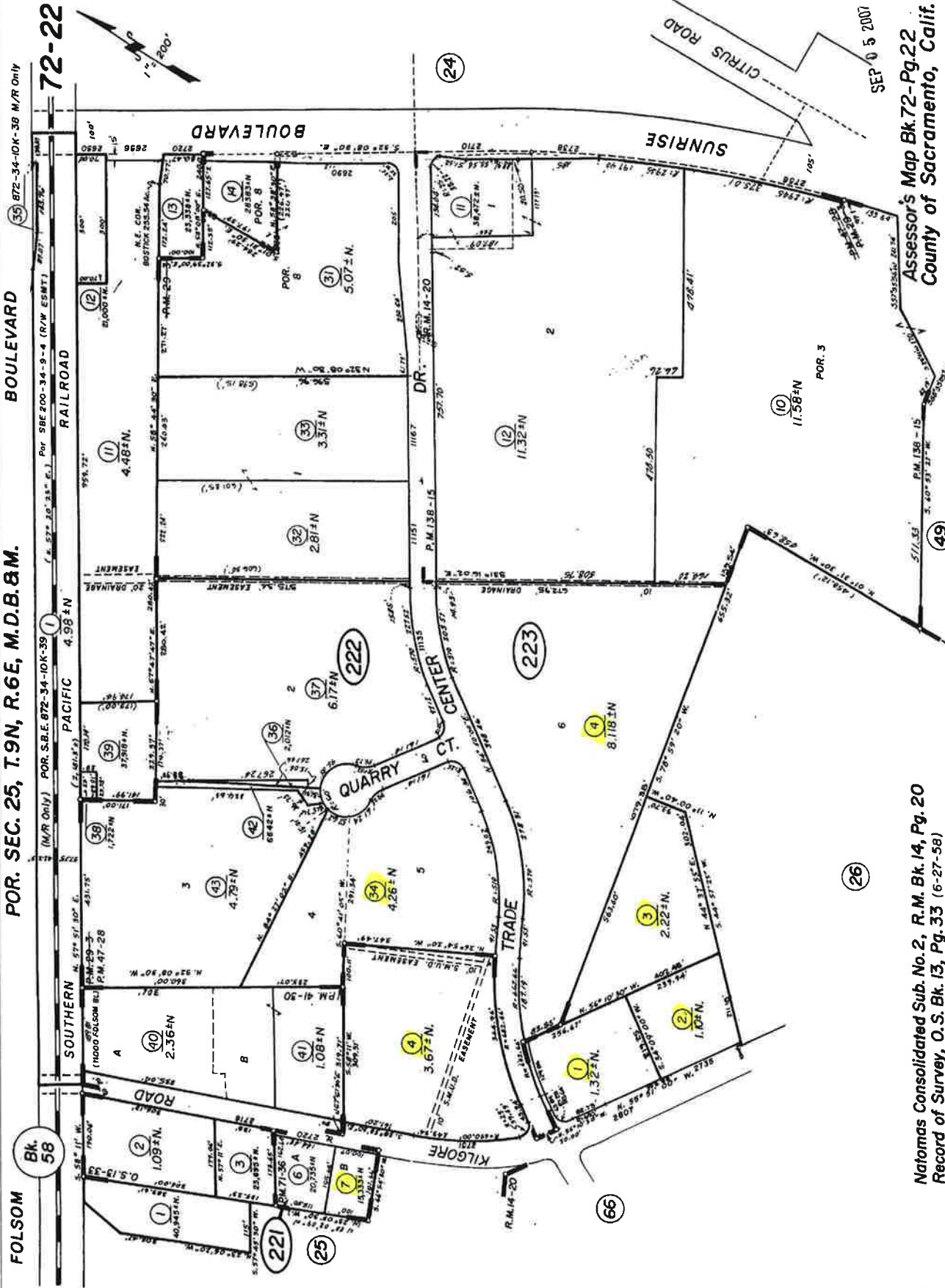
Common Area-----0016



Assessor's Map Bk. 072, Pg. 66
County of Sacramento, Calif.

O.S. Bk. 70 Pg. 8
Prospect Business Park North, P.M. Bk. 74, Pg. 35 (3-23-83)

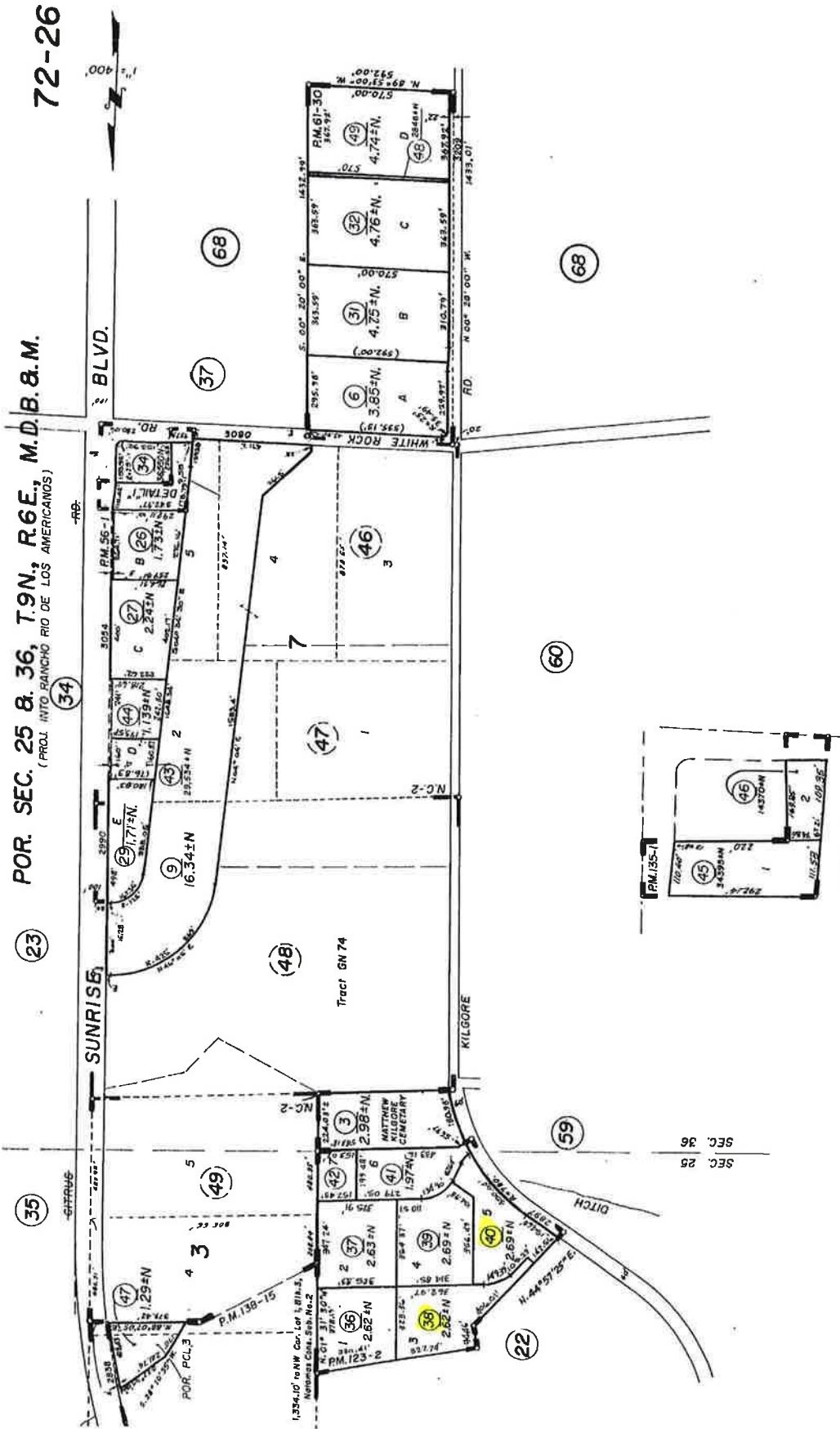
DEC 2 2007



Natomas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20
Record of Survey, O. S. Bk. 13, Pg. 33 (6-27-58)

Assessor's Map Bk. 72-Pg. 22
County of Sacramento, Calif.

SEP 05 2007

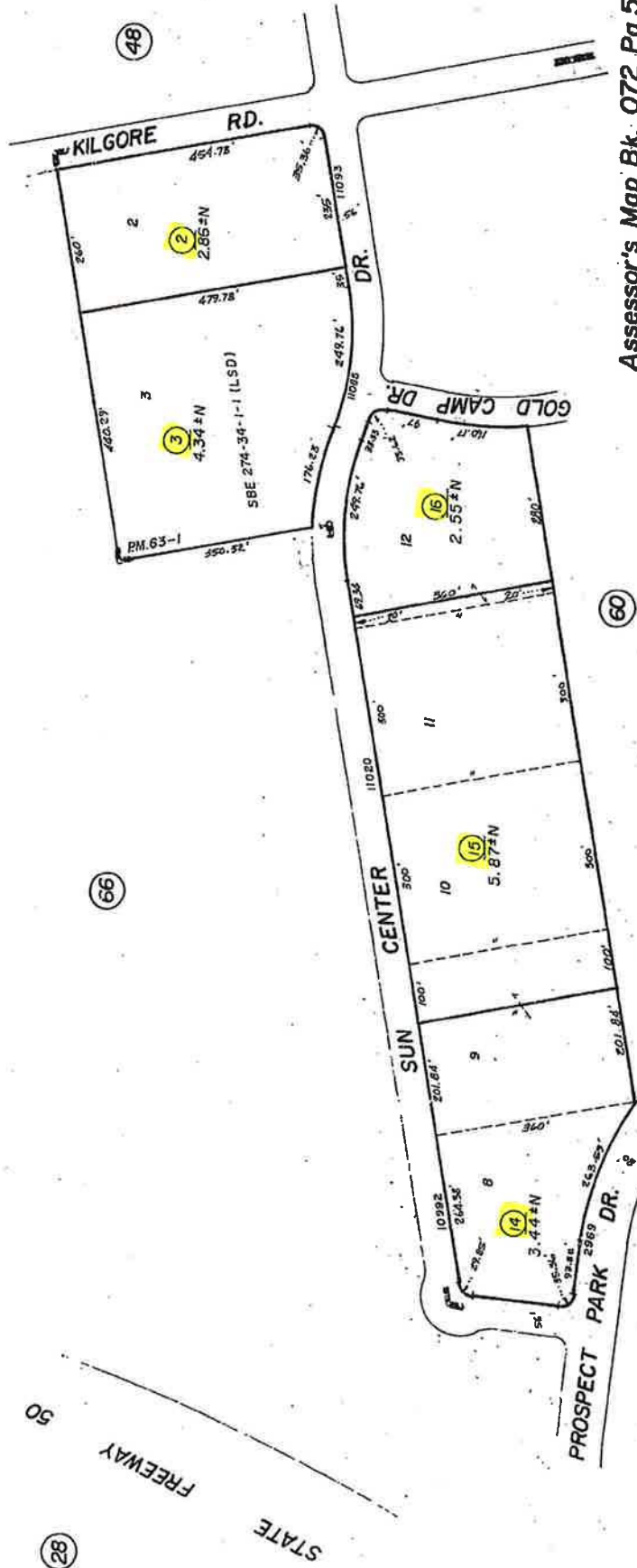


Assessor's Map Bk. 72 UN 13 2082
County of Sacramento, Calif.

Natamas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20

POR. T. 9 N., R. 6 E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

072-59



Assessor's Map Bk. 072 Pg. 59
County of Sacramento, Calif.

Por. Prospect Business Park, P.M. Bk. 63, Pg. 1 (1-15-81) For Mineral Rights See 072-290-0680 a 0780

= M E T R O S C A N P R O P E R T Y R E P O R T =

Sacramento (CA)

```
*****
*   Date           :7/29/2011           Prepared By :Customer Service   *
*   Time           :2:05 PM             Prepared For:                   *
*   Report Type    :SINGLELN.TCF         Company      :                   *
*   Sort Type      :PARCEL               Address      :                   *
*   Parcels Printed :35                  City/ST/Zip  :                   *
*****
```

```
*****
*           Search Parameters          *
*****
```

Owner Status...143302
ABSENTEE OWNER

Parcel Number...38
072 0221 007 0000
072 0222 004 0000
072 0222 034 0000
072 0223 001 0000 thru 072 0223 004 0000
072 0260 038 0000
072 0260 040 0000
072 0590 002 0000 thru 072 0590 016 0000
072 0660 001 0000 thru 072 0660 025 0016

= M E T R O S C A N P R O P E R T Y R E P O R T =

Sacramento (CA)

```
*****
*   Date           :7/28/2011           Prepared By :Customer Service   *
*   Time           :4:21 PM             Prepared For:                   *
*   Report Type    :NUMFARM.TCF          Company      :                   *
*   Sort Type      :PARCEL               Address      :                   *
*   Parcels Printed :38                 City/ST/Zip   :                   *
*****
```

```
*****
*           Search Parameters          *
*****
```

```
Parcel Number...38
072 0221 007 0000
072 0222 004 0000
072 0222 034 0000
072 0223 001 0000 thru 072 0223 004 0000
072 0260 038 0000
072 0260 040 0000
072 0590 002 0000 thru 072 0590 016 0000
072 0660 001 0000 thru 072 0660 025 0016
```

# 1	*-----:	MetroScan / Sacramento	:-----*
Owner :Sheet Metal/Air Conditioning		Parcel :072 0221 007 0000	
Site :2724 Kilgore Rd Rancho Cordova 95670		Xfered :02/18/2011	
Mail :8880 Cal Center Dr #400 Sacramento Ca 95826		Price :\$827,500 Full	
Use :CAA00A Off,General One Story		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:.32			
# 2	*-----:	MetroScan / Sacramento	:-----*
Owner :Teton II		Parcel :072 0222 004 0000	
Site :2751 Kilgore Rd Rancho Cordova 95670		Xfered :05/23/1995	
Mail :10933 Trade Center Dr #106 Rancho Cordova Ca 95670		Price :	
Use :GAAB0B Ind,Light Industry-Processing		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:3.63			
# 3	*-----:	MetroScan / Sacramento	:-----*
Owner :Folsom Research Investments Inc		Parcel :072 0222 034 0000	
Site :11101 Trade Center Dr Rancho Cordova 95670		Xfered :02/10/1998	
Mail :4115 Talladega Dr Sparks Nv 89436		Price :	
Use :GA0A0A Ind,Light Industrial		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:4.26			
# 4	*-----:	MetroScan / Sacramento	:-----*
Owner :Obrien Timothy F & Mark T		Parcel :072 0223 001 0000	
Site :2807 Kilgore Rd Rancho Cordova 95670		Xfered :01/19/2005	
Mail :5101 Florin Perkins Rd Sacramento Ca 95826		Price :\$1,337,500 Full	
Use :IGEDFA Vacant,Industrial <2acsite		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:71.77			
# 5	*-----:	MetroScan / Sacramento	:-----*
Owner :Obrien Timothy F & Mark T		Parcel :072 0223 002 0000	
Site :2735 Kilgore Rd Rancho Cordova 95670		Xfered :01/19/2005	
Mail :5101 Florin Perkins Rd Sacramento Ca 95826		Price :\$1,337,500 Full	
Use :IGEDFA Vacant,Industrial <2acsite		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:1.11			
# 6	*-----:	MetroScan / Sacramento	:-----*
Owner :Obrien Timothy F & Mark T		Parcel :072 0223 003 0000	
Site :Kilgore Rd Rancho Cordova 95670		Xfered :01/19/2005	
Mail :5101 Florin Perkins Rd Sacramento Ca 95826		Price :\$1,337,500 Full	
Use :IGEDFA Vacant,Industrial <2acsite		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :281 B4	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.22			
# 7	*-----:	MetroScan / Sacramento	:-----*
Owner :JB Management LP		Parcel :072 0223 004 0000	
Site :Trade Center Dr Rancho Cordova 95670		Xfered :06/02/2000	
Mail :1825 Bell St #100 Sacramento Ca 95825		Price :	
Use :IGFCFA Vacant,Industrial 2-5Acsite		OwnerPh :916-929-3003	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :300 A1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:8.10			
# 8	*-----:	MetroScan / Sacramento	:-----*
Owner :City of Rancho Cordova		Parcel :072 0260 038 0000	
Site :Kilgore Rd Rancho Cordova 95670		Xfered :08/02/2005	
Mail :2729 Prospect Park Dr Rancho Cordova Ca 95670		Price :	
Use :WDAC0A Pub,City Use,Exempt		OwnerPh :916-851-8700	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :281 B4	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.56			

# 9	*-----:	MetroScan / Sacramento	:-----*
Owner :City of Rancho Cordova		Parcel :072 0260 040 0000	
Site :Kilgore Rd Rancho Cordova 95670		Xfered :08/02/2005	
Mail :2729 Prospect Park Dr Rancho Cordova Ca 95670		Price :	
Use :WDAC0A Pub,City Use,Exempt		OwnerPh :916-851-8700	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :281 B4	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.65			
# 10	*-----:	MetroScan / Sacramento	:-----*
Owner :Huening Thomas Richard Living Trust		Parcel :072 0590 002 0000	
Site :11093 Sun Center Dr Rancho Cordova 95670		Xfered :10/31/2003	
Mail :210 Gramercy Dr San Mateo Ca 94402		Price :\$4,950,000 Full	
Use :CAA00A Off,General One Story		OwnerPh :	
Zoning:Oimu * Unknown Zoning Descr *		MapGrid :	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.85			
# 11	*-----:	MetroScan / Sacramento	:-----*
Owner :Tres Rancho Cordova Limited Partnership		Parcel :072 0590 003 0000	
Site :11085 Sun Center Dr Rancho Cordova 95670		Xfered :07/02/2008	
Mail :PO Box 616 Mercer Island Wa 98040		Price :\$13,100,000 Full	
Use :GCK00A Ind,Distribution & Warehouses		OwnerPh :	
Zoning:Oimu * Unknown Zoning Descr *		MapGrid :299 J2	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:4.35			
# 12	*-----:	MetroScan / Sacramento	:-----*
Owner :Prospect Investment Partners L P		Parcel :072 0590 014 0000	
Site :2969 Prospect Park Dr Rancho Cordova 95670		Xfered :12/15/2004	
Mail :3140 Gold Camp Dr #150 Rancho Cordova Ca 95670		Price :	
Use :CAB00A Off,General Two Story		OwnerPh :	
Zoning:Oimu * Unknown Zoning Descr *		MapGrid :299 J2	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:3.44			
# 13	*-----:	MetroScan / Sacramento	:-----*
Owner :Prospect Investment Partners L P		Parcel :072 0590 015 0000	
Site :11020 Sun Center Dr Rancho Cordova 95670		Xfered :02/21/2003	
Mail :3140 Gold Camp Dr #150 Rancho Cordova Ca 95670		Price :Non-Disc	
Use :CAA0GA Off,General One Story		OwnerPh :	
Zoning:Oimu * Unknown Zoning Descr *		MapGrid :299 J2	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:5.87			
# 14	*-----:	MetroScan / Sacramento	:-----*
Owner :Arrillaga John Survivors Trust		Parcel :072 0590 016 0000	
Site :11060 Sun Center Dr Rancho Cordova 95670		Xfered :03/30/2000	
Mail :2450 Watson Ct Palo Alto Ca 94303		Price :	
Use :IGFDFA Vacant,Industrial 2-5Acsite		OwnerPh :	
Zoning:Oimu * Unknown Zoning Descr *		MapGrid :299 J2	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.55			
# 15	*-----:	MetroScan / Sacramento	:-----*
Owner :Hines Sun Center Dr Assoc LP		Parcel :072 0660 001 0000	
Site :10961 Sun Center Dr Rancho Cordova 95670		Xfered :06/21/2006	
Mail :1515 S St #1 Sacramento Ca 95811		Price :	
Use :CAB00A Off,General Two Story		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J2	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:7.55			
# 16	*-----:	MetroScan / Sacramento	:-----*
Owner :McKesson Corporation		Parcel :072 0660 013 0000	
Site :11000 Trade Center Dr Rancho Cordova 95670		Xfered :02/13/1996	
Mail :PO Box 819066 Dallas Tx 75381		Price :	
Use :CBB00A Off,Large One Tenant Two Story		OwnerPh :	
Zoning:Opmu * Unknown Zoning Descr *		MapGrid :299 J1	
Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:8.69			

17 *-----: **MetroScan / Sacramento** :-----*

Owner :Yvmg L P Parcel :072 0660 016 0000
 Site :10969 Trade Center Dr Rancho Cordova 95670 Xfered :12/31/1991
 Mail :10933 Trade Center Dr #106 Rancho Cordova Ca 95670 Price :
 Use :CAB00A Off,General Two Story OwnerPh :
 Zoning:Opmu * Unknown Zoning Descr * MapGrid :299 J1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:7.25

18 *-----: **MetroScan / Sacramento** :-----*

Owner :Callahan Pentz Props Parcel :072 0660 017 0000
 Site :10989 Trade Center Dr Rancho Cordova 95670 Xfered :12/02/2005
 Mail :5674 Stoneridge Dr #212 Pleasanton Ca 94588 Price :Non-Disc
 Use :CAB00A Off,General Two Story OwnerPh :
 Zoning:Opmu * Unknown Zoning Descr * MapGrid :299 J1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:13.35

19 *-----: **MetroScan / Sacramento** :-----*

Owner :Teton I Parcel :072 0660 018 0000
 Site :10933 Trade Center Dr Rancho Cordova 95670 Xfered :12/09/1992
 Mail :10933 Trade Center Dr Rancho Cordova Ca 95670 Price :
 Use :CAA00A Off,General One Story OwnerPh :
 Zoning:Opmu * Unknown Zoning Descr * MapGrid :299 J1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:2.70

20 *-----: **MetroScan / Sacramento** :-----*

Owner :Gsv Rancho Cordova LLC Parcel :072 0660 019 0000
 Site :11031 Sun Center Dr Rancho Cordova 95670 Xfered :03/30/2007
 Mail :3439 Brookside Rd #108 Stockton Ca 95219 Price :Non-Disc
 Use :CAB00A Off,General Two Story OwnerPh :
 Zoning:Opmu * Unknown Zoning Descr * MapGrid :299 J2
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:8.92

21 *-----: **MetroScan / Sacramento** :-----*

Owner :Sng L P Parcel :072 0660 023 0000
 Site :2920 Kilgore Rd Rancho Cordova 95670 Xfered :06/29/1993
 Mail :PO Box 255787 Sacramento Ca 95865 Price :
 Use :CBB00A Off,Large One Tenant Two Story OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A2
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:3.32

22 *-----: **MetroScan / Sacramento** :-----*

Owner :Gkii Rancho Cordova LLC Parcel :072 0660 024 0000
 Site :2870 Kilgore Rd Rancho Cordova 95670 Xfered :11/22/2006
 Mail :PO Box 130174 Carlsbad Ca 92013 Price :Non-Disc
 Use :CAA00A Off,General One Story OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:5.28

23 *-----: **MetroScan / Sacramento** :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0001
 Site :2890 Kilgore Rd #101 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

24 *-----: **MetroScan / Sacramento** :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0002
 Site :2890 Kilgore Rd #105 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

25 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0003
 Site :2890 Kilgore Rd #110 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

26 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0004
 Site :2890 Kilgore Rd #114 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

27 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0005
 Site :2890 Kilgore Rd #115 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :Non-Disc
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

28 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0006
 Site :2890 Kilgore Rd #120 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

29 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0007
 Site :2890 Kilgore Rd #126 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

30 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0008
 Site :2890 Kilgore Rd #130 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

31 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0009
 Site :2890 Kilgore Rd #140 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

32 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0010
 Site :2890 Kilgore Rd #150 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #150 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

33 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0011
 Site :2890 Kilgore Rd #160 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

34 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0012
 Site :2890 Kilgore Rd #165 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

35 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0013
 Site :2890 Kilgore Rd #170 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

36 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0014
 Site :2890 Kilgore Rd #175 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

37 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0015
 Site :2890 Kilgore Rd #185 Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :CAX00A Off,General OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

38 *-----: MetroScan / Sacramento :-----*

Owner :Rb Johnson Invs LLC Parcel :072 0660 025 0016
 Site :2890 Kilgore Rd Rancho Cordova 95670 Xfered :07/27/2007
 Mail :2890 Kilgore Rd #115 Rancho Cordova Ca 95670 Price :
 Use :A1000P Res,Single Family OwnerPh :
 Zoning:Oimu * Unknown Zoning Descr * MapGrid :300 A1
 Bedrm : Bth: TotRm: YB: Gar: Pool: Bldg SF: Ac:

072 0221 007 0000
Metal Sheet
8880 Cal Center Dr #400
Sacramento, CA 95826-3267
072 0223 001 0000
Timothy & Mark Obrien
5101 Florin Perkins Rd
Sacramento, CA 95826-4817
072 0223 004 0000
Jb Management LP
1825 Bell St #100
Sacramento, CA 95825-1020
072 0590 002 0000
Thomas Richard Huening
210 Gramercy Dr
San Mateo, CA 94402-1217
072 0590 015 0000
Prospect Investment Partners
3140 Gold Camp Dr #150
Rancho Cordova, CA 95670-6054
072 0660 013 0000
McKesson Corporation
Po Box 819066
Dallas, TX 75381-9066
072 0660 018 0000
I Teton
10933 Trade Center Dr
Rancho Cordova, CA 95670-6181
072 0660 024 0000
Gkii Rancho Cordova LLC
Po Box 130174
Carlsbad, CA 92013-0174
072 0660 025 0003
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0006
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0222 004 0000
Teton II
10933 Trade Center Dr #106
Rancho Cordova, CA 95670-6181
072 0223 002 0000
Timothy & Mark Obrien
5101 Florin Perkins Rd
Sacramento, CA 95826-4817
072 0260 038 0000
City Of Rancho Cordova
2729 Prospect Park Dr
Rancho Cordova, CA 95670-6025
072 0590 003 0000
Tres Rancho Cordova Limited Partnership
Po Box 616
Mercer Island, WA 98040-0616
072 0590 016 0000
John Survivors Arrillaga
2450 Watson Ct
Palo Alto, CA 94303-3216
072 0660 016 0000
L Yvmg
10933 Trade Center Dr #106
Rancho Cordova, CA 95670-6181
072 0660 019 0000
Gsv Rancho Cordova LLC
3439 Brookside Rd #108
Stockton, CA 95219-1754
072 0660 025 0001
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0004
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0007
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0222 034 0000
Folsom Research Investments Inc
4115 Talladega Dr
Sparks, NV 89436-8698
072 0223 003 0000
Timothy & Mark Obrien
5101 Florin Perkins Rd
Sacramento, CA 95826-4817
072 0260 040 0000
City Of Rancho Cordova
2729 Prospect Park Dr
Rancho Cordova, CA 95670-6025
072 0590 014 0000
Prospect Investment Partners
3140 Gold Camp Dr #150
Rancho Cordova, CA 95670-6054
072 0660 001 0000
Hines Sun Center Dr Assoc LP
1515 S St #1
Sacramento, CA 95811-7259
072 0660 017 0000
Pentz Props Callahan
5674 Stoneridge Dr #212
Pleasanton, CA 94588-8539
072 0660 023 0000
L Sng
Po Box 255787
Sacramento, CA 95865-5787
072 0660 025 0002
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0005
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0008
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0660 025 0009
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0012
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0015
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0660 025 0010
Rb Johnson Invs LLC
2890 Kilgore Rd #150
Rancho Cordova, CA 95670-6151
072 0660 025 0013
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0016
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0660 025 0011
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152
072 0660 025 0014
Rb Johnson Invs LLC
2890 Kilgore Rd #115
Rancho Cordova, CA 95670-6152

072 0221 007 0000
Current Occupant
2724 Kilgore Rd
Rancho Cordova, CA 95670
072 0223 001 0000
Current Occupant
2807 Kilgore Rd
Rancho Cordova, CA 95670
072 0223 004 0000
Current Occupant
Trade Center Dr
Rancho Cordova, CA 95670
072 0590 002 0000
Current Occupant
11093 Sun Center Dr
Rancho Cordova, CA 95670
072 0590 015 0000
Current Occupant
11020 Sun Center Dr
Rancho Cordova, CA 95670
072 0660 013 0000
Current Occupant
11000 Trade Center Dr
Rancho Cordova, CA 95670
072 0660 019 0000
Current Occupant
11031 Sun Center Dr
Rancho Cordova, CA 95670
072 0660 025 0001
Current Occupant
2890 Kilgore Rd #101
Rancho Cordova, CA 95670
072 0660 025 0004
Current Occupant
2890 Kilgore Rd #114
Rancho Cordova, CA 95670
072 0660 025 0008
Current Occupant
2890 Kilgore Rd #130
Rancho Cordova, CA 95670

072 0222 004 0000
Current Occupant
2751 Kilgore Rd
Rancho Cordova, CA 95670
072 0223 002 0000
Current Occupant
2735 Kilgore Rd
Rancho Cordova, CA 95670
072 0260 038 0000
Current Occupant
Kilgore Rd
Rancho Cordova, CA 95670
072 0590 003 0000
Current Occupant
11085 Sun Center Dr
Rancho Cordova, CA 95670
072 0590 016 0000
Current Occupant
11060 Sun Center Dr
Rancho Cordova, CA 95670
072 0660 016 0000
Current Occupant
10969 Trade Center Dr
Rancho Cordova, CA 95670
072 0660 023 0000
Current Occupant
2920 Kilgore Rd
Rancho Cordova, CA 95670
072 0660 025 0002
Current Occupant
2890 Kilgore Rd #105
Rancho Cordova, CA 95670
072 0660 025 0006
Current Occupant
2890 Kilgore Rd #120
Rancho Cordova, CA 95670
072 0660 025 0009
Current Occupant
2890 Kilgore Rd #140
Rancho Cordova, CA 95670

072 0222 034 0000
Current Occupant
11101 Trade Center Dr
Rancho Cordova, CA 95670
072 0223 003 0000
Current Occupant
Kilgore Rd
Rancho Cordova, CA 95670
072 0260 040 0000
Current Occupant
Kilgore Rd
Rancho Cordova, CA 95670
072 0590 014 0000
Current Occupant
2969 Prospect Park Dr
Rancho Cordova, CA 95670
072 0660 001 0000
Current Occupant
10961 Sun Center Dr
Rancho Cordova, CA 95670
072 0660 017 0000
Current Occupant
10989 Trade Center Dr
Rancho Cordova, CA 95670
072 0660 024 0000
Current Occupant
2870 Kilgore Rd
Rancho Cordova, CA 95670
072 0660 025 0003
Current Occupant
2890 Kilgore Rd #110
Rancho Cordova, CA 95670
072 0660 025 0007
Current Occupant
2890 Kilgore Rd #126
Rancho Cordova, CA 95670
072 0660 025 0011
Current Occupant
2890 Kilgore Rd #160
Rancho Cordova, CA 95670

072 0660 025 0012

Current Occupant

2890 Kilgore Rd #165

Rancho Cordova, CA 95670

072 0660 025 0015

Current Occupant

2890 Kilgore Rd #185

Rancho Cordova, CA 95670

Current Occupant

072 0660 025 0013

Current Occupant

2890 Kilgore Rd #170

Rancho Cordova, CA 95670

072 0660 025 0016

Current Occupant

2890 Kilgore Rd

Rancho Cordova, CA 95670

Current Occupant

072 0660 025 0014

Current Occupant

2890 Kilgore Rd #175

Rancho Cordova, CA 95670

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

Current Occupant

MEMORANDUM



DATE: September 17, 2012

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: WAREHOUSE MARKET, LLC LETTER OF PUBLIC CONVENIENCE AND NECESSITY; PROJECT NO. 7619 – LOCATED AT 10385 FOLSOM BOULEVARD

PROPERTY OWNER: Warehouse Market Stores, LLC Lyslie J. Brooks 8905 Towne Center, Suite 108 San Diego, CA 92122	APPLICANT/DEVELOPER: John Sutton 2795 E. Bidwell Street, Suite 100-269 Folsom, CA 95630
---	---

PROJECT: Warehouse Market – Letter of Public Convenience & Necessity FILE: 7619 – Letter of Public Convenience & Necessity LOCATION: 10385 Folsom Boulevard APN: 076-0222-019 PLANNER: William Campbell	
--	--

RECOMMENDATION

Adopt Resolution No. 92-2012

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow applicant to sell alcohol at its store located at 10385 Folsom Boulevard. This will provide Warehouse Market customers the ability to purchase alcoholic beverages, along with all the other shopping items in one stop.

ADVANCES GOALS: 2 & 6.

LOCATION

The subject property is shown in the aerial photo in Figure 1. The property is designated Commercial Mixed Use (CMU) in the Folsom Boulevard Specific Plan (FBSP).

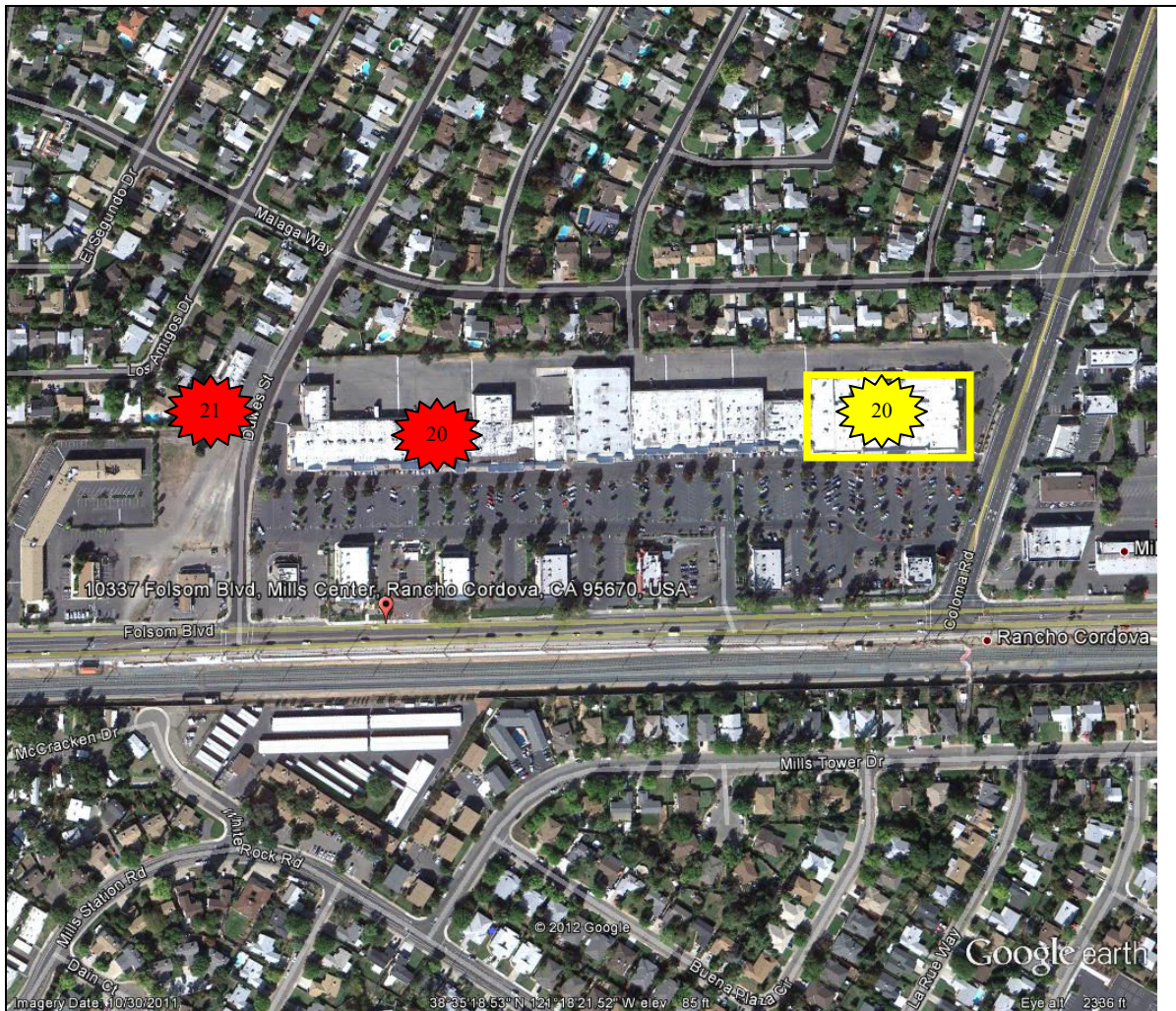


Figure 1 – Subject Property: Warehouse Market at 10385 Folsom Boulevard

Type 20 is beer and wine only- offsite sale

Type 21 is beer, wine and distilled spirits- off site sales

BACKGROUND

The Warehouse Market store will be taking over the same floor area as the previous Raley's Market that was previously located at 10385 Folsom Boulevard. Raley's predated the adoption of the Folsom Boulevard Specific Plan that would have required a Conditional Use Permit for off-site sales; therefore, Raley's technically was non-conforming with regards to the sale of alcohol. The new market will be able to enjoy the continuation of a non-conforming use right provided by the FBSP Chapter 4, subparagraph E- Nonconforming Uses and Structures. Warehouse Markets will not need a Conditional Use Permit, unless their business activity significantly changes or intensified the sale of alcohol i.e. if the market converted to a total alcohol sales venue (Bev Mo, Liquor Barn or similar). The new market will be required to obtain a Letter of Public Convenience & Necessity from the city, in order to satisfy the requirements of the states Alcohol Beverage Control.

Police Departments Position

Planning staff contacted the Police Department regarding the application and have received a protest letter (**Attachment 2**). Staff has been informed by the Police Department that ABC will impose the requested conditions offered by the Police Department with the Type 20 license. The applicant has registered concern that the hours limitation in condition #1 is not fair and will put the new market at a market disadvantage to other similar outlets. WalMart and Safeway, (less than a mile away), are open until midnight and both sell alcohol (including liquor) until midnight. Grocery Outlet, Target, and Koreana close at 9 or 10 and they all sell alcohol until they close. Due to the fact the City cannot impose conditions on PCN's; therefore, staff is recommending the City Council approve the PCN and let the applicant's, the Police Department and ABC to craft the appropriate closing time condition.

ANALYSIS

General Plan

The General Plan includes the subject site in the Folsom Boulevard Planning Area (FBPA). The FBPA designation envisions a mix of residential, office, and commercial uses, including retail establishments. Specific uses such as the sale of alcohol were not addressed and therefore are not expressly prohibited by the General Plan.

Zoning

The subject property is designated CMU in the FBSP. Alcoholic Beverage Sales off-site require a CUP in this zone; however the new use will be able to reoccupy the old Raley's store site without the need of a Use Permit, due to the continued nonconforming use provisions in the FBSP.

Letter of Public Convenience & Necessity

Due to the fact that Raley's did not transfer the license to the new owner, ABC treats the new license as though none ever existed on site. The Warehouse Market store is located within Census Tract 89.01 (see figure 1 above). The ABC has determined there is an over concentration of existing off-sale (20 and 21) licenses in the census tract, and based on the current population within this tract, only 4 off-sale licenses are allowed. The City Council will need to determine the additional license in this area is appropriate and a community benefit. Evidence to support the additional license is provided in the draft resolution for approval.

CONCLUSION

Staff has reviewed the applicant's request for a Letter of Public Convenience and Necessity to approve a Type 20 beer and wine license at the Warehouse Market store on Folsom Blvd. The new market is taking the place of the previous Raley's Market and will be conducting the same type of operation, however they will not be selling distilled spirits. While the census tract in which the store is located is considered high crime and over concentrated, the request will not create a new nuisance in the area. Staff recommends approval of the project as proposed.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development.

RECOMMENDED MOTION

Move the City Council adopt Resolution No. 92-2012 to approve the Letter of Public Convenience and Necessity for Warehouse Market, according to the findings and evidence contained in the resolution.

ATTACHMENTS

1. Resolution No. 92-2012
2. Police Department Letter dated September 5, 2012
3. Warehouse Market Project Description
4. 500' Radius Map
5. Labels

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 92-2012**

**A RESOLUTION OF THE CITY COUNCIL
 APPROVING A LETTER OF PUBLIC CONVENIENCE AND NECESSITY
 FOR WAREHOUSE MARKET– PROJECT PCN 7619**

WHEREAS, Warehouse Market, LLC filed an application with the City of Rancho Cordova for a Letter of Public Convenience and Necessity (PCN) to allow the off-site sale of beer and wine, from the store located at 10385 Folsom Boulevard (Assessor's Parcel Number: 076-0222-019); and

WHEREAS, the City Council of the City of Rancho Cordova (City Council) is the appropriate authority to hear and take action on the Project; and

WHEREAS, the City Council has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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

1. The project is exempt from review of the California Environmental Quality Act, per Section 15301, Existing Facilities, in that the sales of alcohol will not have the potential for causing a significant effect on the environment.
2. The City Council hereby approves the Letter of Public Convenience & Necessity (PCN), based on the following findings:
 - a) The City Council finds that the granting an additional license to the applicant will serve the public convenience, even though the census tract in which the Warehouse Market store is located is over-concentrated by the states Alcohol Beverage Control standards. The Rancho Cordova Police Departments letter of September 5, 2012 has provided six conditions that will be applied to the license to better control the sale of alcohol at this location.
 - b) The City Council finds that given Warehouse Market is primary a grocery store and not a full liquor store, permitting the sale of beer and wine will provide an additional convenience to residents who wish do all their grocery shopping at Warehouse Market.

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



RANCHO CORDOVA POLICE DEPARTMENT

Rosanne Richeal
Chief of Police

10361 Rockingham Drive
Sacramento, California 95827

916.875.9600 – Main
916.875.8673 – Fax

www.RanchoCordovaPD.com

September 5, 2012

Licensing Representative MaryAnne Gilchrist
Department of Alcohol Beverage Control
2400 Del Paso Road, Suite 155
Sacramento, CA 95831

Dear MaryAnne Gilchrist:

The Rancho Cordova Police Department protests the issuance of the ABC Type 20, Off-Sale License #525096; Warehouse Markets, 10385 Folsom Blvd, Rancho Cordova, CA 95670-3518. This license requires a Public Convenience & Necessity (PCN) due to the applicant's premise being located in a sub-sector that is high crime per B&P Code 23958.4(1).

The Rancho Cordova Police Department would be willing to withdraw our protest if the following conditions were imposed:

1. Sales and service of alcohol beverages shall be permitted only between the hours of 6am and 12am (midnight) each day of the week.
2. The rear doors of the premises shall be equipped on the inside with an automatic locking device and shall be closed at all times and shall not be used as a means of access by patrons to and from the licenses premises. Temporary use of these doors for delivery of supplies does not constitute a violation.
3. Beer and/or malt beverages shall be sold in original factory of a six-pack or greater, except wine based coolers. At no time shall a single unit be sold individually or in conjunction with another brand/size container of beer and/or malt beverage to constitute a six pack or larger quantity.
4. The sale of wine shall be in bottles or containers no smaller than 750ml.

Licensing Representative MaryAnne Gilchrist
 September 5, 2012
 Page 2 of 3

5. There shall be no exterior advertising directed to the exterior from within, promoting or indicating the availability of alcohol beverages. Interior displays of alcohol beverages or signs which are clearly visible to the exterior shall constitute a violation of this condition.
6. The exterior of the premises, including adjacent sidewalks and all parking lots under control of the licensee(s), shall be illuminated during all hours of darkness during which the premises are open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel. However, the required illumination shall be placed so as to minimize interference with the quiet enjoyment of nearby residents of their property.

Preliminary research of the Sheriff's Department Computer Aided Dispatch System revealed there was fifty-one (51) event in 2009/2010, forty-six (46) events in 2010/2011 and forty-three (43) events in 2011/2012 at the applicants premise.

A search of the Sheriff's Department Crime Reporting Management System revealed there were twenty-four (24) reports taken within a quarter mile radius of the applicants premise within the last 90 days (6-7-12 thru 9-4-12).

Reports taken within a quarter (.25) mile radius of 10385 Folsom Blvd
(09-11 thru 09-04-12)

Aggravated Assault	2
Burglary	4
Burglary Business	6
Driving Under the Influence	2
Larceny / Theft	24
Narcotics	10
Robbery	7
Sexual Assault	3
Theft from vehicle	2
Vandalism	13
Weapons Violation	4
<i>Grand Total</i>	<i>77</i>

Licensing Representative MaryAnne Gilchrist
September 5, 2012
Page 3 of 3

These events do not include all the calls for service in the immediate area or the undocumented events that may have been conducted by the Rancho Cordova POP Officers prior to September 2012.

If you have any further information or have any questions, please feel free to contact me at (916) 875-5852.

Sincerely,

ROSANNE RICHEAL, CHIEF OF POLICE

Heidi Herrera #719
Crime Prevention Specialist
Rancho Cordova Police Department

**Project Description for Warehouse Markets
10385 Folsom Blvd.
Rancho Cordova, CA 95670**

Interior:

The proposed premises located at 10385, formerly Raley's Supermarket, will be replaced with Warehouse Markets, a supermarket of similar size and offerings. Warehouse Markets will continue the long standing tradition vacated by Raley's of providing fresh meat, produce, dairy, household necessities, and a wide variety of canned foods, frozen foods and other items. Unlike Raley's, Warehouse Markets will only sell beer and wine with no sales of distilled spirits. Beer and wine sales will be an ancillary, but integral, part of the business with approximate alcohol sales of 10-15%, with a small area of the floor space dedicated to beer and wine. The layout of the premises will feature wider aisles for comfort as well as addressing ADA. The supermarket will be clean and bright and offer a new and comfortable shopping experience, with an approximate floor space of 47,732 square feet.

Warehouse Markets intends to be a good neighbor and partner to the City of Rancho Cordova, providing jobs to local residents, tax revenue for the city and the state and a needed convenience for the residents nearby and afar. Warehouse Markets' commitment to responsible retailing is a core business principle and part of what makes Warehouse Markets a welcome and respected neighbor. A plan is in place to implement a comprehensive training program for the safe and legal sale of age-restricted products such as lottery tickets, tobacco, alcohol, etc.

It should be noted that approximately \$750,000 of additional capital improvements will be made to the premises and parking lot by the landlord.

Security:

Mall security will patrol the parking lots, both by foot and vehicle, and behind the premises to deter graffiti, loitering, littering and any other inappropriate activity. A high resolution, surveillance-camera system, closed circuit video cameras and color monitors as well as alarm systems equipped with fixed and remote activator devices will be used.

The building at 10385 is currently vacant. A vacant premises is certainly no benefit for the city of Rancho Cordova; law enforcement may, in fact, spend more time policing an empty building that is attractive to loiterers and possible drug dealers than they would spend policing a vibrant, well maintained supermarket with security systems in place to deter and prevent any criminal activity.

Exterior:

The multitude of trees and bushes already planted in the square plots in the parking lot will not be disturbed and will continue to be maintained and may be enhanced with additional thriving plants to add beauty to the parking lot. We do not anticipate any water runoff or any environmental impact from the operation of the new supermarket.

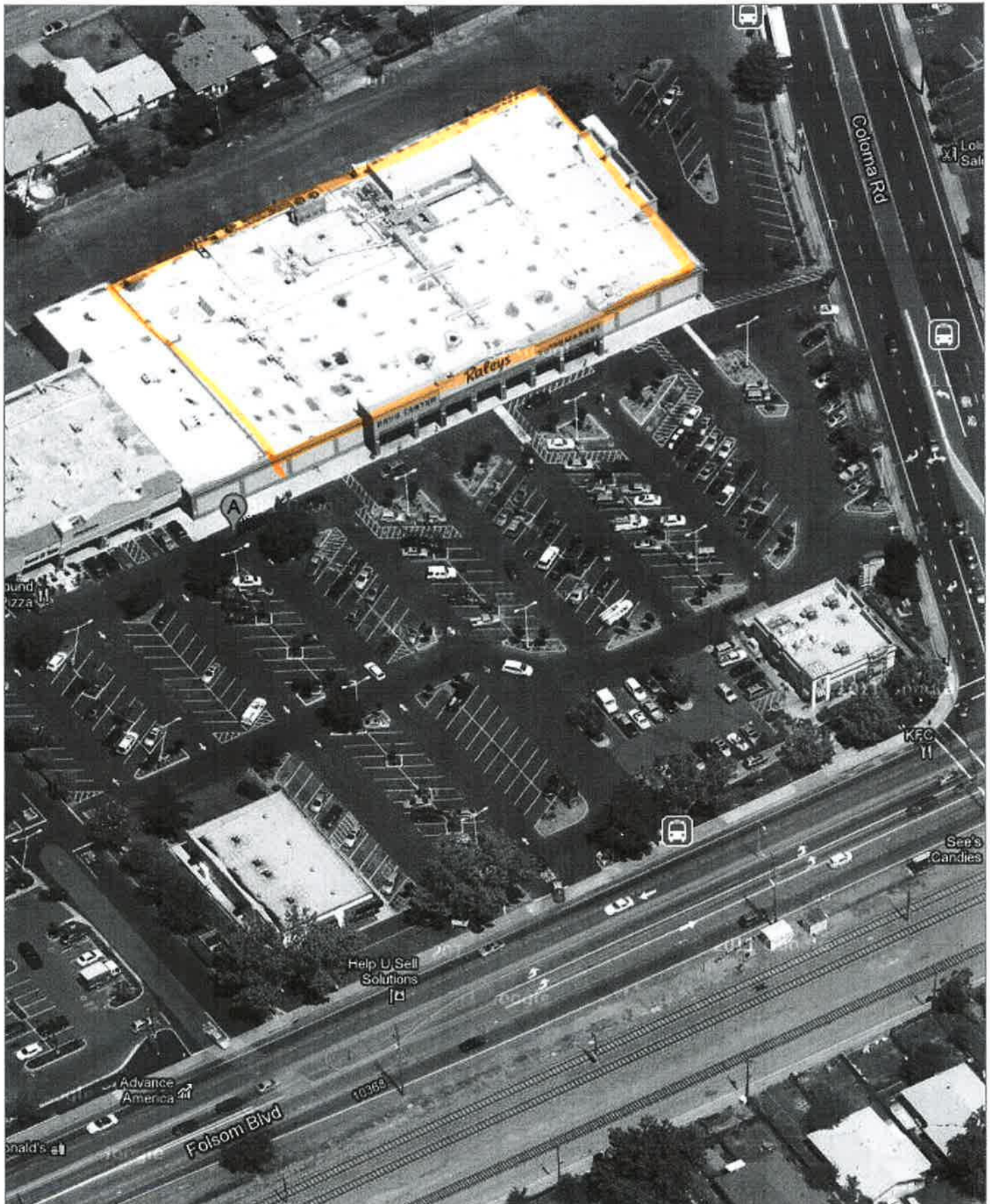
Thank you for your consideration in our application for Public Convenience or Necessity and we look forward to a long lasting relationship with the City of Rancho Cordova.

Warehouse Markets, LLC

The premises intends to operate as a 24hr. Supermarket.

To see all the details that are visible on the screen, use the "Print" link next to the map.

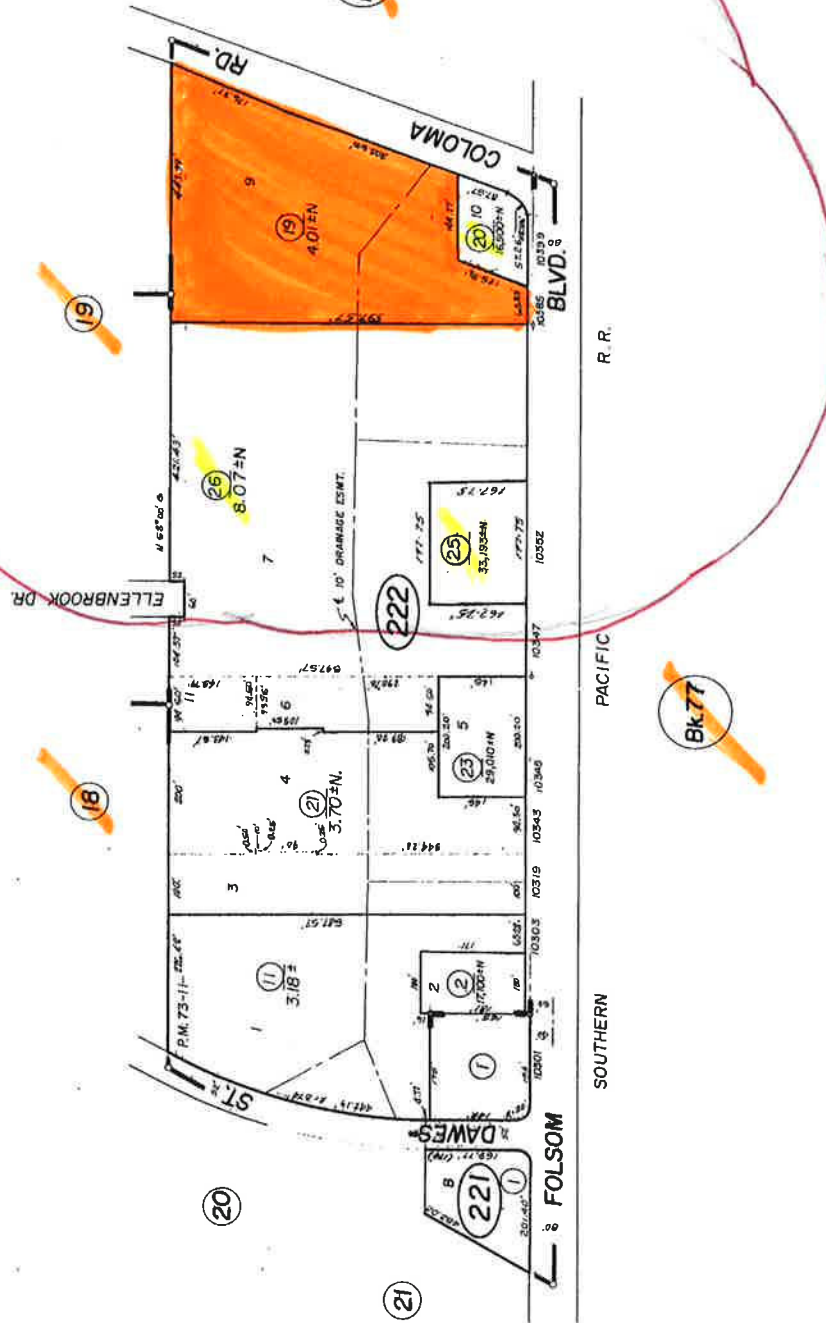
Google



POR. SEC. 34 T. 9N. R. 6E. M.D.B & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

76-22

Tax Area Code



MAY 06 2004

Assessor's Map Bk. 76-Pg.22
County of Sacramento, Calif.

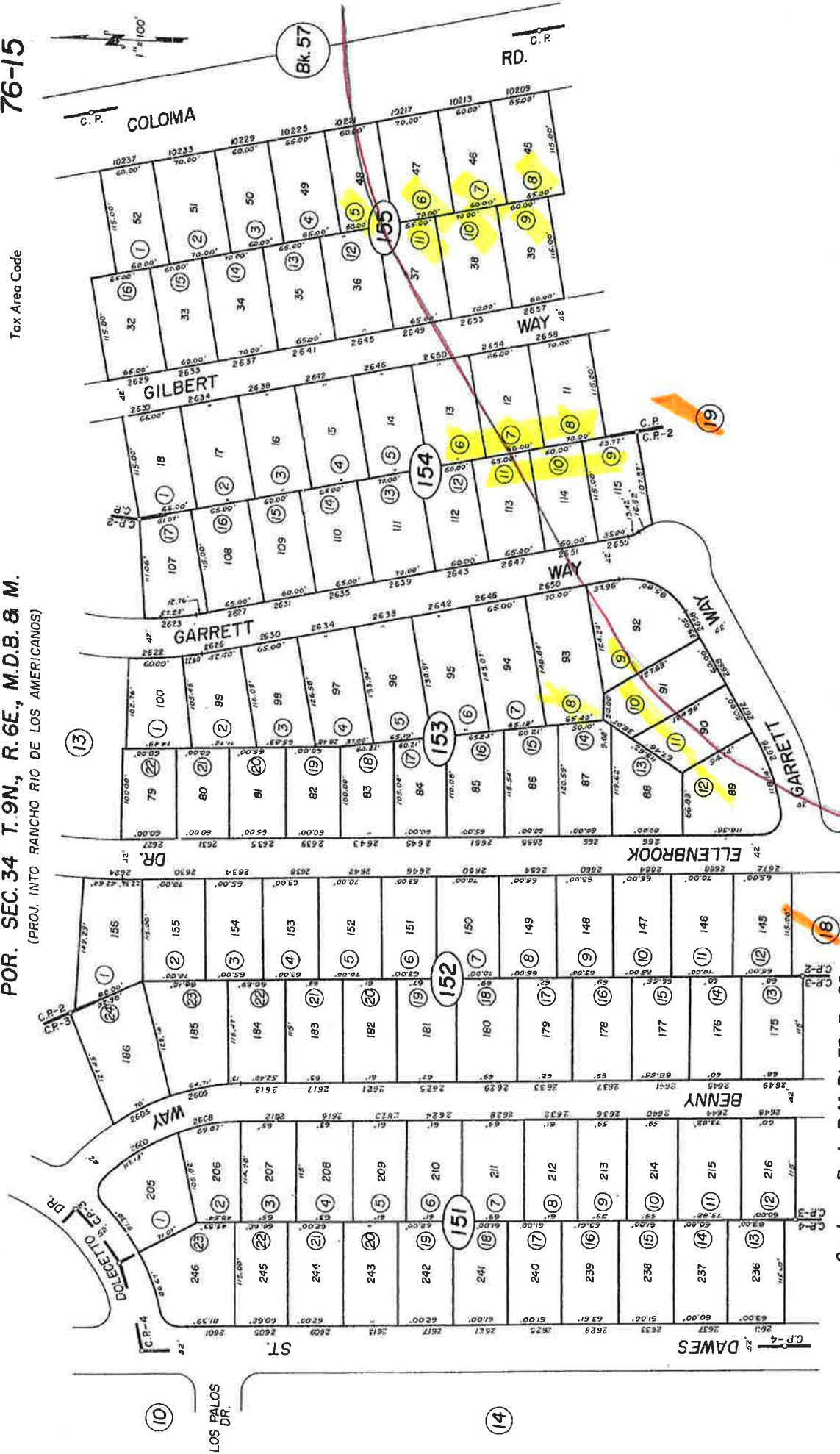
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Cordova Park Unit No. 2 R. M. Bk. 42 Pg.17

POR. SEC. 34 T. 9N., R. 6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

Tax Area Code

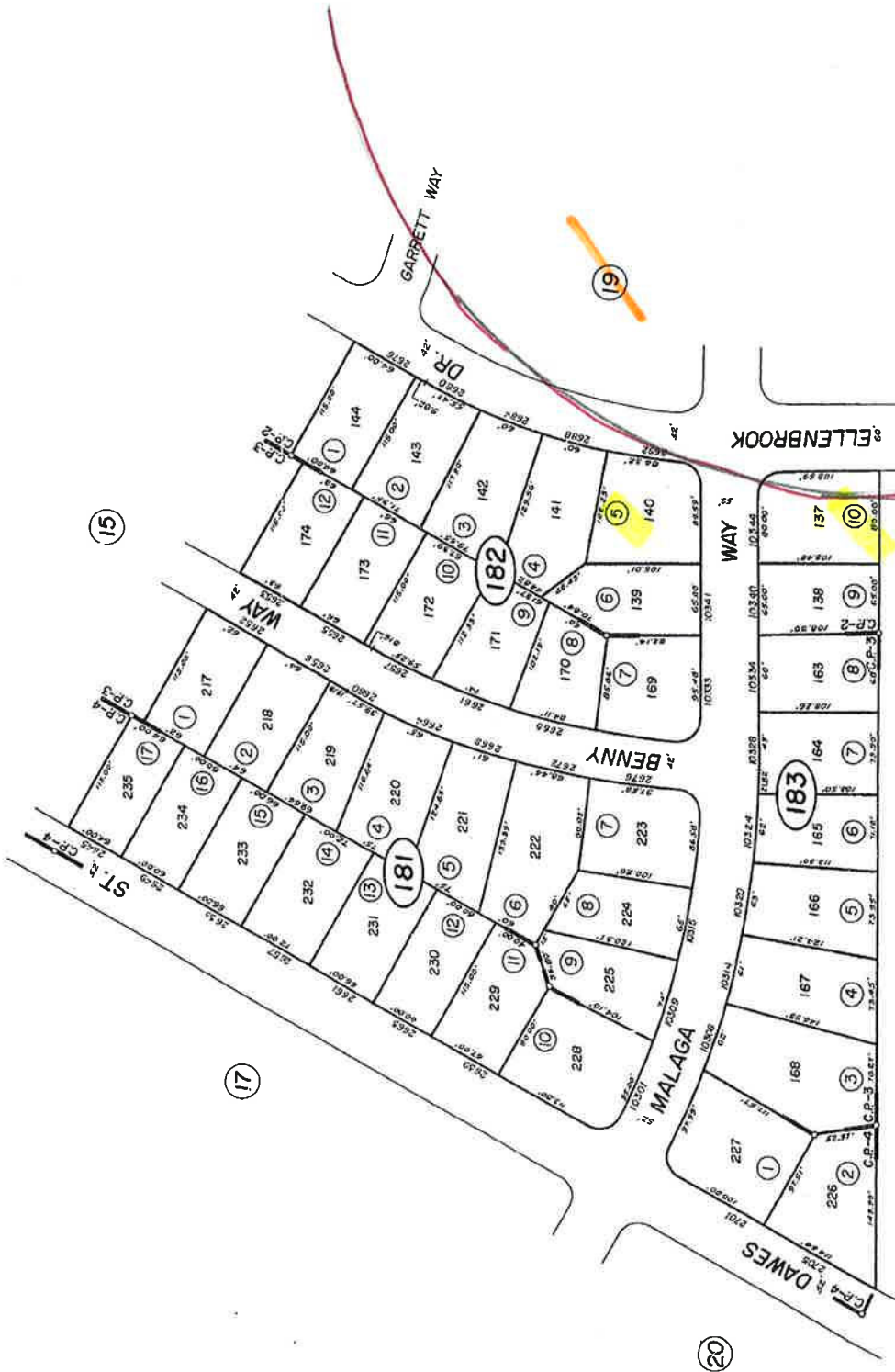
76-15



Assessor's Map Bk. 76 -Pg.15
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

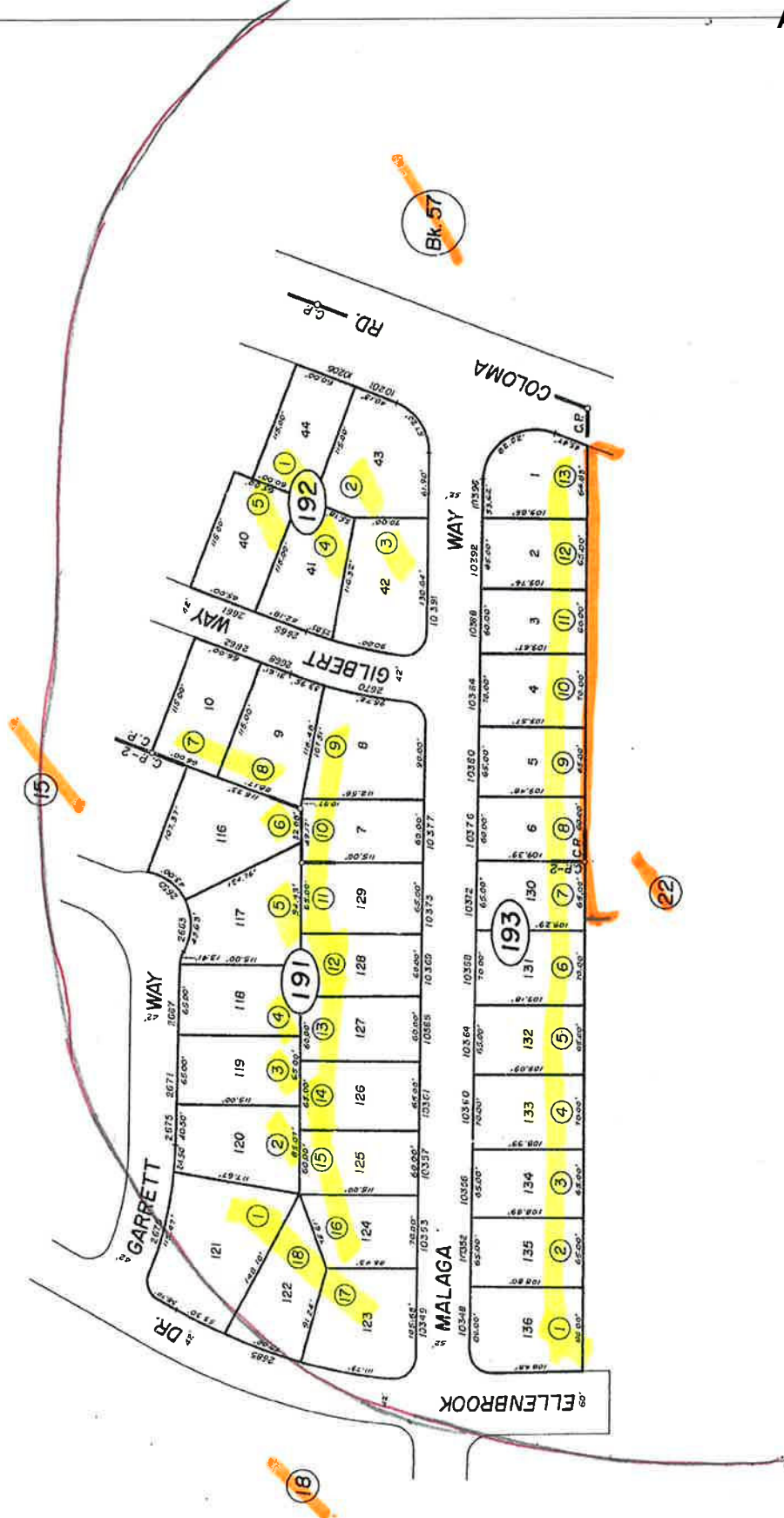
Cordova Park R. M. Bk. 39, Pg. 29
Cordova Park Unit No. 2 R. M. Bk. 42, Pg. 17
Cordova Park Unit No. 3 R. M. Bk. 47, Pg. 12
Cordova Park Unit No. 4 R. M. Bk. 49, Pg. 03



Cordova Park Unit No.2 R.M. Bk.42, Pg.17
Cordova Park Unit No.3 R.M. Bk.47, Pg.12
Cordova Park Unit No.4 R.M. Bk.49, Pg.03

Assessor's Map Bk. 76 -Pg.18
County of Sacramento, Calif.

NOTE-Assessor's Black Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.



Assessor's Map Bk. 76-Pg.19
County of Sacramento, Calif.

Cordova Park R.M. Bk.39, Pg.29
Cordova Park Unit No.2 R.M. Bk.42, Pg.17

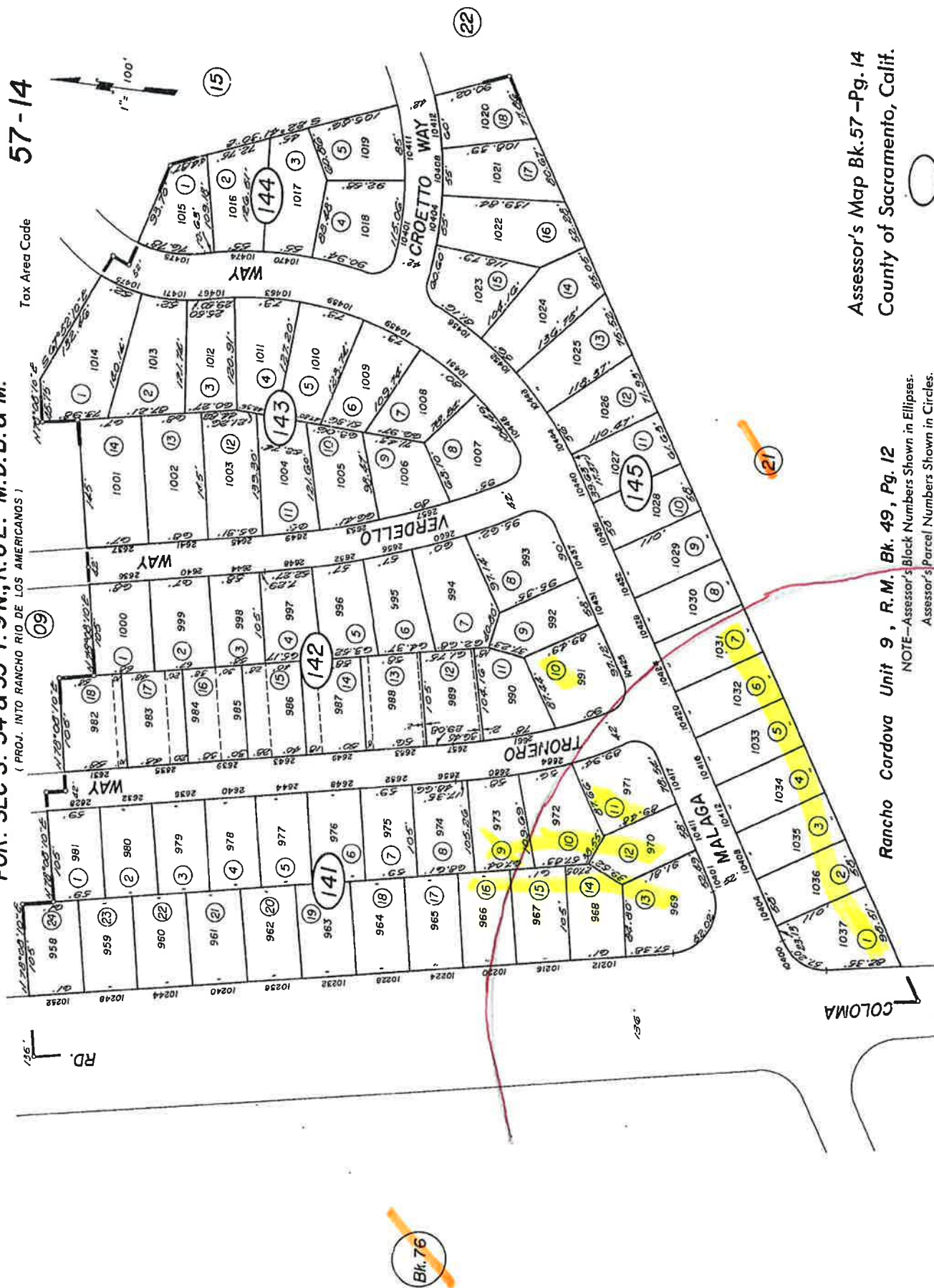
NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

POR. SEC'S. 34 & 35 T. 9 N., R. 6 E. M. D. B. & M.

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

57-14

Tax Area Code



Assessor's Map Bk.57 -Pg. 14
County of Sacramento, Calif.

Rancho Cordova Unit 9, R.M. Bk. 49, Pg. 12

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

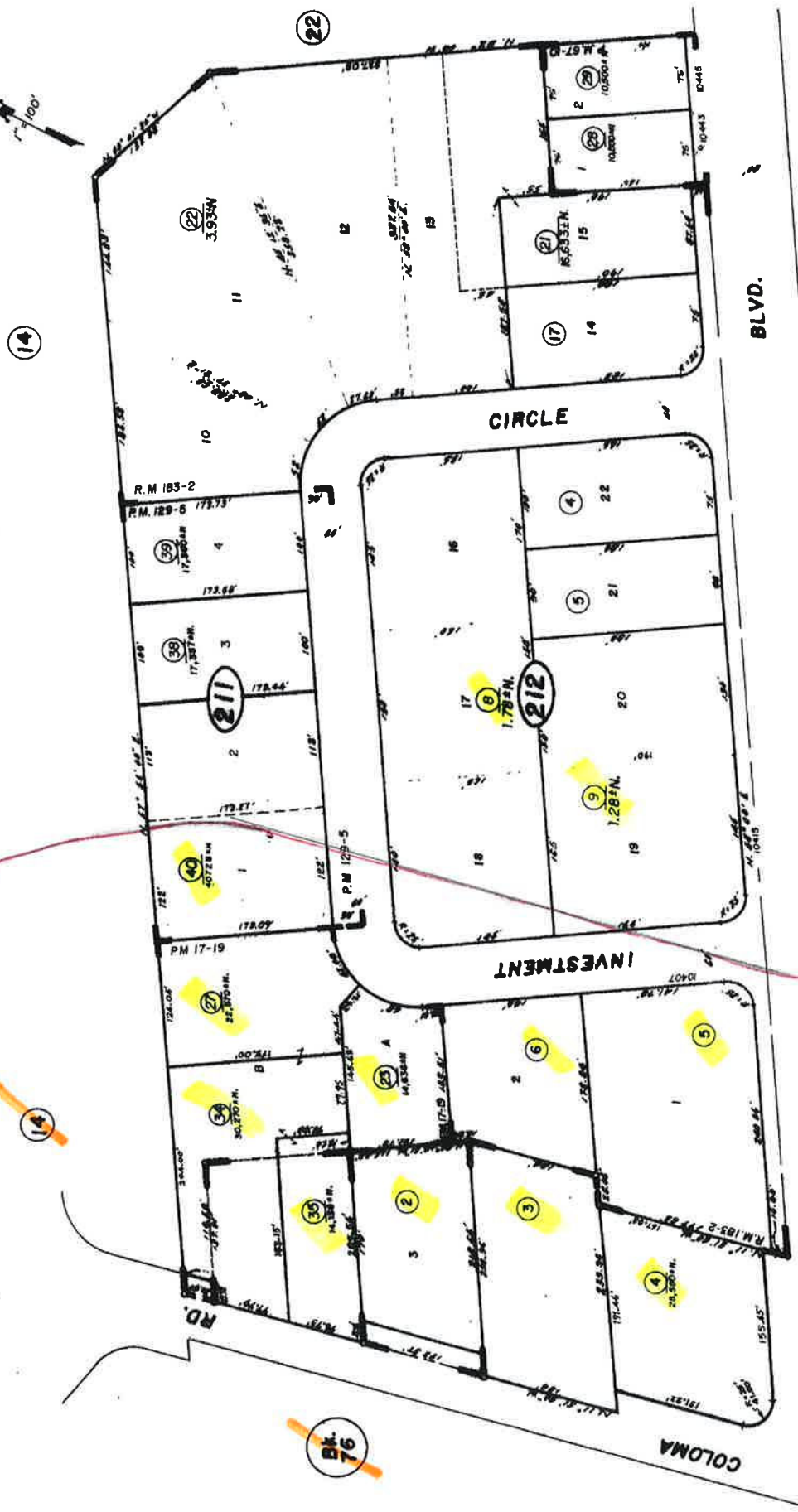
POR. SEC'S. 34 & 35 T.9 N., R.6 E., M.D.B. & M.

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

57-21

MAY 5 2006

**Assessor's Map Bk. 57 - Pg. 21
County of Sacramento, Calif.**



FOLSOM

Mills Commercial Park, R.M. Bk. 83, Pg. 2

Bk. 072

Bk. 76

72-13

Tax Area Code

POR. SEC. 34, T.9N., R.6E. M.D.B.&M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

SOUTHERN

PACIFIC

(21)

R.R.



MILLS TOWER

Bk. 77

LA RUE WAY

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

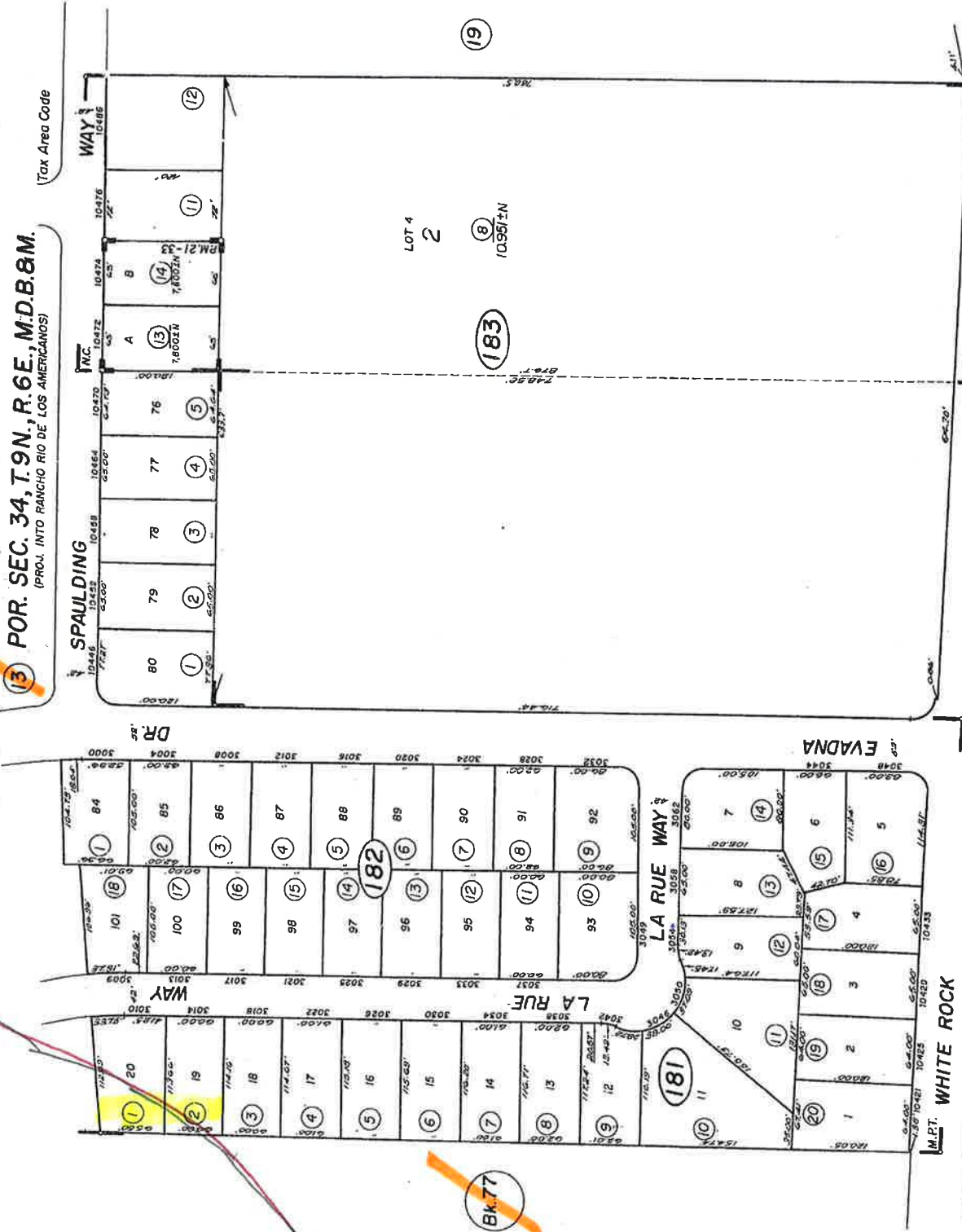
489

490

13 POR. SEC. 34, T.9N., R.6E., M.D.B.8M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

72-18

Tax Area Code

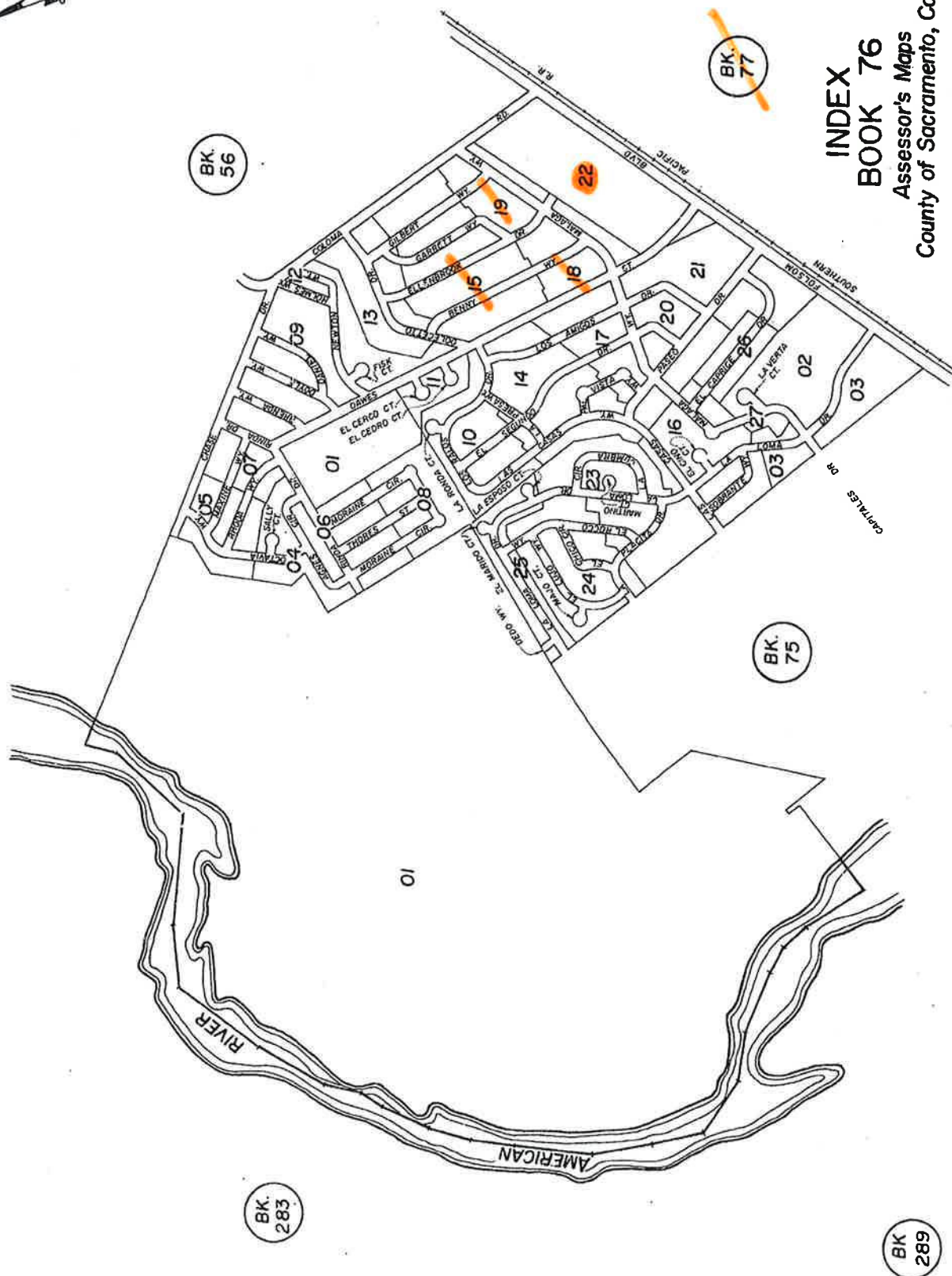


RD. Assessor's Map Bk. 72 - Pg. 18
County of Sacramento, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

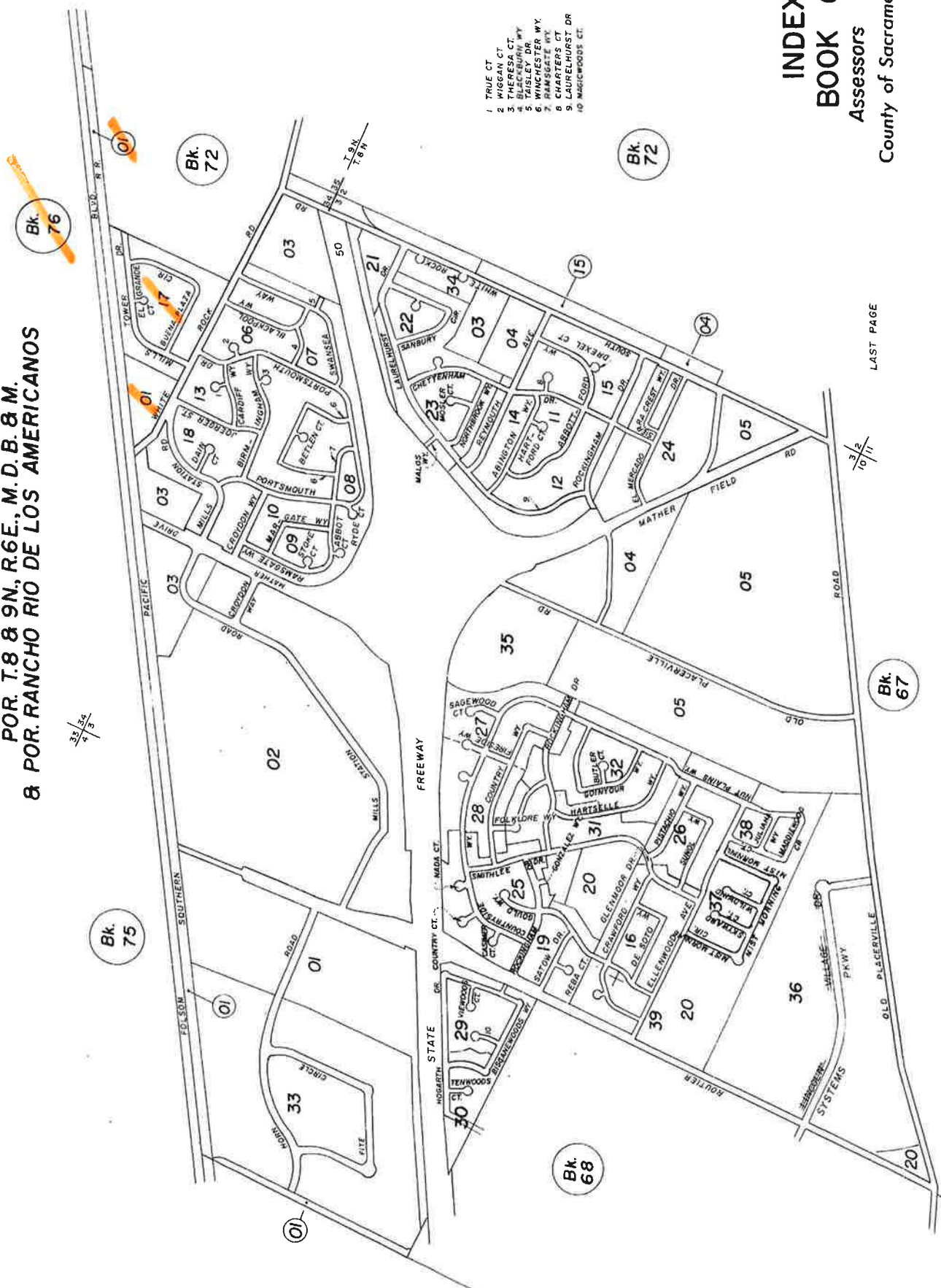
Bk. 77 Mills Park Terrace Unit 1, R.M. Bk. 53, Pg. 11
Natamas Consolidated Sub. No. 3, R.M. Bk. 14, Pg. 46

POR. RANCHO RIO DE LOS AMERICANOS



INDEX
BOOK 76
Assessor's Maps
County of Sacramento, Calif.

POR. T.8 & 9N., R.6E., M.D.B. & M.
& POR. RANCHO RIO DE LOS AMERICANOS

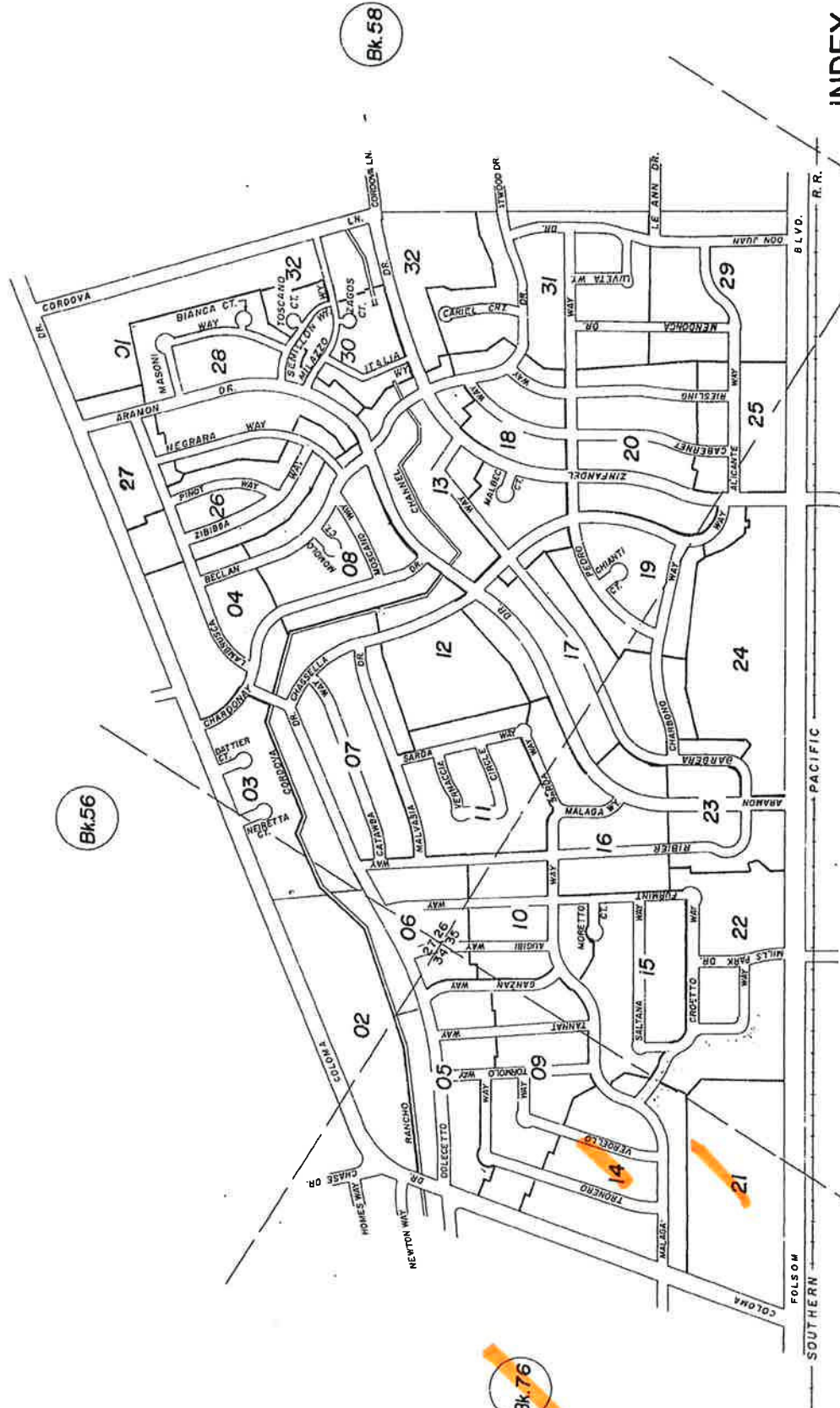


INDEX
BOOK 077
Assessors Maps

County of Sacramento, Calif.

2301

POR. RANCHO RIO DE LOS AMERICANOS



INDEX

BOOK 57

**Assessor's Maps
County of Sacramento, Calif.**

LAST	PAGE
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

POR RANCHO RIO DE LOS AMERICANOS

Bk.
058

Bk.
057

Bk.
077

Bk.
067

SEE INDEX I

INDEX II
BOOK 072

Assessor's Maps
County of Sacramento, Calif.

2000 1 3 4



First American Title

Northern & Central Calif
Los Angeles & Ventura
Orange & San Diego
Riverside & San Bernardino

Phone: 800.771.1220
Phone: 888.328.2652
Phone: 866.675.7909
Phone: 866.748.3924

Fax: 866.994.1043
Fax: 818.242.0146
Fax: 714.250.4749
Fax: 951.784.6750

<i>Date</i>	:7/31/2012	<i>Prepared By</i>	:Becky Mendoza
<i>Sort Type</i>	:PARCEL	<i>Reference</i>	:500' Radius, APN: 076-0222-019
<i>Parcels Printed</i>	:133		:10385 Folsom Blvd, Rancho Cordova
		<i>Product</i>	:Owner Labels - 2 sets

Search Parameters

Parcel Number...133
 057 0141 009 0000 thru 057 0141 016 0000
 057 0142 010 0000
 057 0145 001 0000 thru 057 0145 007 0000
 057 0211 002 0000 thru 057 0211 006 0000
 057 0211 023 0000 thru 057 0211 027 0000
 057 0211 034 0000 thru 057 0211 035 0000
 057 0211 040 0000
 057 0212 008 0000 thru 057 0212 009 0000
 072 0131 001 0000 thru 072 0131 004 0000
 072 0132 002 0000 thru 072 0132 003 0000
 072 0133 001 0000 thru 072 0133 002 0000
 072 0181 001 0000 thru 072 0181 002 0000
 076 0153 008 0000 thru 076 0153 012 0000
 076 0154 006 0000 thru 076 0154 011 0000
 076 0155 005 0000 thru 076 0155 010 0000
 076 0182 005 0000
 076 0183 010 0000
 076 0191 001 0000 thru 076 0191 018 0000
 076 0192 001 0000 thru 076 0192 005 0000
 076 0193 001 0000 thru 076 0193 013 0000
 076 0222 019 0000 thru 076 0222 020 0000
 076 0222 025 0000 thru 076 0222 026 0000
 077 0010 033 0000

077 0171 001 0000 thru 077 0171 016 0000
077 0172 003 0000 thru 077 0172 015 0000
077 0173 031 0000 thru 077 0173 036 0000

057 0141 009 0000
Karen Erickson
2660 Tronero Way
Rancho Cordova, CA 95670-3644

057 0141 010 0000
Alan Beckner
7013 Woodmore Oaks Dr
Orangevale, CA 95662-2926

057 0141 011 0000
Richards
10417 Malaga Way
Rancho Cordova, CA 95670-3607

057 0141 012 0000
Beverly Johnson
10400 Malaga Way
Rancho Cordova, CA 95670-3608

057 0141 013 0000
Beverly Ann Johnson
10400 Malaga Way
Rancho Cordova, CA 95670-3608

057 0141 014 0000
Loree Freeman
10212 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0141 015 0000
Beverly & Bryan Anderson
10216 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0141 016 0000
Marco Garcia
10220 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0142 010 0000
Elsie Deveny
10425 Malaga Way
Rancho Cordova, CA 95670-3649

057 0145 001 0000
Beverly Johnson
10400 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 002 0000
Withington Bradley
10404 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 003 0000
Malaga 10408
Po Box 487
Rancho Cordova, CA 95741-0487

057 0145 004 0000
Pamela Sisk
10412 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 005 0000
Iljana
1426 Elsdon Cir
Carmichael, CA 95608-6013

057 0145 006 0000
Church Jennifer
10420 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 007 0000
Frances Reece
10424 Malaga Way
Rancho Cordova, CA 95670-3608

057 0211 002 0000
Ho & Chong Kim
11617 Union Mills Way
Gold River, CA 95670-8246

057 0211 003 0000
Rancho Cordova Lodge No 2357 Loyal
Order
Po Box 866
Rancho Cordova, CA 95741-0866

057 0211 004 0000
Lee Partnership
Po Box 221385
Sacramento, CA 95822-8385

057 0211 005 0000
Kincade 10407 LLC
5016 Alterra Way
Sacramento, CA 95835-1619

057 0211 006 0000
Rancho Cordova Lodge No 2357 Loyal
Order
10124 Coloma Rd
Rancho Cordova, CA 95670-4602

057 0211 023 0000
Gen2gen LLC
10416 Investment Cir
Rancho Cordova, CA 95670-4605

057 0211 027 0000
Assemblies Of God Loan Fund
1661 N Boonville Ave #g
Springfield, MO 65803-2751

057 0211 034 0000
Hanan & Sabah Francis
4030 Truxel Rd
Sacramento, CA 95834-3767

057 0211 035 0000
Sabah & Hanan Francis
4030 Truxel Rd
Sacramento, CA 95834-3767

057 0211 040 0000
First Northern Ca Armenian Pentecostal
10432 Investment Cir
Rancho Cordova, CA 95670-4605

057 0212 008 0000
Center Of Praise Ministries Inc
10455 Investment Cir
Rancho Cordova, CA 95670-4604

057 0212 009 0000
Weber Homes Inc
1401 Birchwood Ln
Sacramento, CA 95822-1229

072 0131 001 0000
Gary Kerekes
10425 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0131 002 0000
Daniel & Donna Eisner
10429 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0131 003 0000
Nicolas Haro Carlos
10433 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0131 004 0000
Jay Yang
11838 Cobble Brook Dr
Rancho Cordova, CA 95742-8008

072 0132 002 0000
John & Helen Van Ruiten
10036 Van Ruiten Ln
Elk Grove, CA 95624-5011

072 0132 003 0000
Virginia Jeannette Foster
3006 La Rue Way
Rancho Cordova, CA 95670-5411

072 0133 001 0000
Doug Ratliff
10426 Mills Tower Dr
Rancho Cordova, CA 95670-5440

072 0133 002 0000
Guy Gillen
2228 Kincaid Way
Sacramento, CA 95825-7822

072 0181 001 0000
Federal Natl Mtg Assn Fnma
3010 La Rue Way
Rancho Cordova, CA 95670-5411

072 0181 002 0000
Werking
9830 Mira Del Rio Dr
Sacramento, CA 95827-1323

076 0153 008 0000
Patricia Jo Bradley
2650 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 009 0000
Mary Lyons
2658 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 010 0000
Cathy McCune
2668 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 011 0000
Janet Butler
2672 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 012 0000
James Kuppenbender
6348 Palm Dr
Carmichael, CA 95608-4538

076 0154 006 0000
Donald Silva
9940 Business Park Dr #180
Sacramento, CA 95827-1728

076 0154 007 0000
Donald Skaggs
2654 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0154 008 0000
Steven Benner
2658 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0154 009 0000
Adam Griffin
2655 Garrett Way
Rancho Cordova, CA 95670-3533

076 0154 010 0000
Richard & Karen Barkey
2651 Garrett Way
Rancho Cordova, CA 95670-3533

076 0154 011 0000
Wallace McElwee
3924 S St
Sacramento, CA 95816-6740

076 0155 005 0000
Paul & Catherine Anderson
10221 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 006 0000
Michelle Perkins
10217 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 007 0000
Castulo Marco Robles
10213 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 008 0000
Dc
2533 Shadowfax Ln
El Dorado Hills, CA 95762-0000

076 0155 009 0000
Sunye Thomas
2500 Queenwood Dr
Rancho Cordova, CA 95670-5111

076 0155 010 0000
Jennifer & Russell Wygand Sr.
2653 Gilbert Way
Rancho Cordova, CA 95670-3540

076 0182 005 0000
Kenneth Welch
10345 Malaga Way
Rancho Cordova, CA 95670-3530

076 0183 010 0000
Gerald & Margaret Curry
Po Box 764
Rancho Cordova, CA 95741-0764

076 0191 001 0000
Dorothy Calloway
2679 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 002 0000
Jason Wiesmann
2675 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 003 0000
O LeKathleen
2671 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 004 0000
Andres Despiada
2667 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 005 0000
Elverna Keney
2663 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 006 0000
Marlinda Peterson
2659 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 007 0000
Hector Nieto
2662 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0191 008 0000
Donald Dougherty
2666 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0191 009 0000
Ararat & Asmik Dallakyan
2670 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0191 010 0000
Berneda & Donald Lumbert
10377 Malaga Way
Rancho Cordova, CA 95670-3550

076 0191 011 0000
Patricia Cox
2642 American River Dr
Folsom, CA 95630-0000

076 0191 012 0000
E V & E Escay
10369 Malaga Way
Rancho Cordova, CA 95670-3550

076 0191 013 0000
John Nielsen
2210 Elmcrest Ln
Rancho Cordova, CA 95670-4208

076 0191 014 0000
Oxyer
10361 Malaga Way
Gold River, CA 95670-3550

076 0191 015 0000
Salvador & Rafaela Bautista
10357 Malaga Way
Rancho Cordova, CA 95670-3550

076 0191 016 0000
Sheri Purcell
10353 Malaga Way
Rancho Cordova, CA 95670-3550

076 0191 017 0000
Gerald & Sandy Helland
3621 Kiekebusch Ct
Sacramento, CA 95819-0000

076 0191 018 0000
Chaovana & Cynthia Kokilananda
6679 Greenhaven Dr
Sacramento, CA 95831-2752

076 0192 001 0000
Leland Hancock
8338 Brentwood Blvd
Brentwood, CA 94513-1113

076 0192 002 0000
Beverly Johnson
10400 Malaga Way
Rancho Cordova, CA 95670-3608

076 0192 003 0000
James & Mary Shanaberger
2669 Gilbert Way
Rancho Cordova, CA 95670-3540

076 0192 004 0000
Charlie & Fumiko Mallory
2665 Gilbert Way
Rancho Cordova, CA 95670-3540

076 0192 005 0000
Kristy Isdell
1510 N 17th St #1d
Tampa, FL 33605-5100

076 0193 001 0000
Alice & William Rockwell
10348 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 002 0000
Kira Caywood
10352 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 003 0000
Irina Gifford
10356 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 004 0000
Larry & Cynthia Stafford
10360 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 005 0000
Jose & Fredesvida Laciste
10364 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 006 0000
Frank & Connie Munoz
10368 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 007 0000
Timothy & Debra Van Noy
10372 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 008 0000
Edgar Vivas
10376 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 009 0000
McFarland
10380 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 010 0000
Leon & Marie Beagle 2004 Lvng
10384 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 011 0000
Maria Sandoval
10388 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 012 0000
Donald Records
10392 Malaga Way
Rancho Cordova, CA 95670-3529

076 0193 013 0000
Billy Palomares
10396 Malaga Way
Rancho Cordova, CA 95670-3529

076 0222 019 0000
Roic Ca Notes II LLC
3 Manhattanville Rd
Purchase, NY 10577-2116

076 0222 020 0000
Roic Ca Notes II LLC
Po Box 572530
Salt Lake City, UT 84157-2530

076 0222 025 0000
Roic Ca Notes II LLC
3 Manhattanville Rd
Purchase, NY 10577-2116

076 0222 026 0000
Roic Ca Notes II LLC
3 Manhattanville Rd
Purchase, NY 10577-2116

077 0010 033 0000
Sac-Plcrvle Transportation Corr Joint Po
Po Box 2110
Sacramento, CA 95812-2110

077 0171 001 0000
Garth & Vicki Mason
4661 Mossy Glen Ct
Shingle Springs, CA 95682-9413

077 0171 002 0000
County Of Sacramento
827 7th St
Sacramento, CA 95814-2406

077 0171 003 0000
Gene Colombini
Po Box 393
Forestville, CA 95436-0393

077 0171 004 0000
G & Mason
4661 Mossy Glen Ct
Shingle Springs, CA 95682-9413

077 0171 005 0000
J Garth & Vicki Mason
4661 Mossy Glen Ct
Shingle Springs, CA 95682-9413

077 0171 006 0000
Garth & Vicki Mason
4661 Mossy Glen Ct
Shingle Springs, CA 95682-9413

077 0171 007 0000
Garth & Vicki Mason
10377 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 008 0000
Milo & Garth II
524 N Crescent Heights Blvd
Los Angeles, CA 90048-2208

077 0171 009 0000
Milo & Garth II
524 N Crescent Heights Blvd
Los Angeles, CA 90048-2208

077 0171 010 0000
Msp
10381 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 011 0000
Garth & Vicki Mason
10377 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 012 0000
Sims & Mittie Burnett
117 Doubletree Ct
Folsom, CA 95630-1505

077 0171 013 0000
Shiva Nayeb
8088 Anastasia Way
El Dorado Hills, CA 95762-3977

077 0171 014 0000
Melba Wood
10836 Glenhaven Way
Rancho Cordova, CA 95670-4947

077 0171 015 0000
Garth & Vicki Mason
4661 Mossy Glen Ct
Shingle Springs, CA 95682-9413

077 0171 016 0000
Lyubov & Yelena Buzyan
10357 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0172 003 0000
Fernando Cazares Padilla
10364 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 004 0000
Richard & Teresa Zirlen
10368 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 005 0000
Frank Forbes
10372 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 006 0000
Yelena Kolosey
10376 El Grande Ct
Rancho Cordova, CA 95670-5370

077 0172 007 0000
Carrington Wong
3353 Bradshaw Rd #128
Sacramento, CA 95827-2609

077 0172 008 0000
Larry Rodkey
Po Box 2684
Elk Grove, CA 95759-2684



077 0172 009 0000
Frank & Dorothy Scott
Po Box 245238
Sacramento, CA 95824-5238

077 0172 010 0000
Zinaida Murzak
10384 Mills Tower Dr
Rancho Cordova, CA 95670-5441

077 0172 011 0000
T T & Nguyen Mai
1549 Bittern Dr
Sunnyvale, CA 94087-3339

077 0172 012 0000
Barbara Price
Po Box 627
Fair Oaks, CA 95628-0627

077 0172 013 0000
Allan Hampton
1638 Cimmaron Dr
Lodi, CA 95242-4744

077 0172 014 0000
William & Greta Chism
4504 Fenwick Way
North Highlands, CA 95660-3910

077 0172 015 0000
Kathrine Spencer
11263 Crocker Grove Ln
Gold River, CA 95670-4524

077 0173 031 0000
Martha Ochoa
10448 Buena Plaza Cir
Rancho Cordova, CA 95670-5404

077 0173 032 0000
Generoso Deguzman
8359 Elk Grove Florin Rd #103
Sacramento, CA 95829-9298

077 0173 033 0000
Dickson
6233 Cole Ave
Carmichael, CA 95608-4512

077 0173 034 0000
James & Shirley Dickson
6233 Cole Ave
Carmichael, CA 95608-4512

077 0173 035 0000
Darvin Dewayne Bryant
14769 Guadalupe Dr
Rancho Murieta, CA 95683-9439

077 0173 036 0000
Melba Wood
10836 Glenhaven Way
Rancho Cordova, CA 95670-4947





First American Title

Northern & Central Calif
 Los Angeles & Ventura
 Orange & San Diego
 Riverside & San Bernardino

Phone: 800.771.1220
 Phone: 888.328.2652
 Phone: 866.675.7909
 Phone: 866.748.3924

Fax: 866.994.1043
 Fax: 818.242.0146
 Fax: 714.250.4749
 Fax: 951.784.6750

<i>Date</i>	:7/31/2012	<i>Prepared By</i>	:Becky Mendoza
<i>Sort Type</i>	:PARCEL	<i>Reference</i>	:500' Radius, APN: 076-0222-019
<i>Parcels Printed</i>	:133		:10385 Folsom Blvd, Rancho Cordova
		<i>Product</i>	:Occupant Labels - 2 sets

Search Parameters

Parcel Number...133
 057 0141 009 0000 thru 057 0141 016 0000
 057 0142 010 0000
 057 0145 001 0000 thru 057 0145 007 0000
 057 0211 002 0000 thru 057 0211 006 0000
 057 0211 023 0000 thru 057 0211 027 0000
 057 0211 034 0000 thru 057 0211 035 0000
 057 0211 040 0000
 057 0212 008 0000 thru 057 0212 009 0000
 072 0131 001 0000 thru 072 0131 004 0000
 072 0132 002 0000 thru 072 0132 003 0000
 072 0133 001 0000 thru 072 0133 002 0000
 072 0181 001 0000 thru 072 0181 002 0000
 076 0153 008 0000 thru 076 0153 012 0000
 076 0154 006 0000 thru 076 0154 011 0000
 076 0155 005 0000 thru 076 0155 010 0000
 076 0182 005 0000
 076 0183 010 0000
 076 0191 001 0000 thru 076 0191 018 0000
 076 0192 001 0000 thru 076 0192 005 0000
 076 0193 001 0000 thru 076 0193 013 0000
 076 0222 019 0000 thru 076 0222 020 0000
 076 0222 025 0000 thru 076 0222 026 0000
 077 0010 033 0000

077 0171 001 0000 thru 077 0171 016 0000
077 0172 003 0000 thru 077 0172 015 0000
077 0173 031 0000 thru 077 0173 036 0000



057 0141 009 0000
Occupant At
2660 Tronero Way
Rancho Cordova, CA 95670-3644

057 0141 010 0000
Occupant At
2664 Tronero Way
Rancho Cordova, CA 95670-3644

057 0141 011 0000
Occupant At
10417 Malaga Way
Rancho Cordova, CA 95670-3607

057 0141 012 0000
Occupant At
10411 Malaga Way
Rancho Cordova, CA 95670-3607

057 0141 013 0000
Occupant At
10401 Malaga Way
Rancho Cordova, CA 95670-3607

057 0141 014 0000
Occupant At
10212 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0141 015 0000
Occupant At
10216 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0141 016 0000
Occupant At
10220 Coloma Rd
Rancho Cordova, CA 95670-3606

057 0142 010 0000
Occupant At
10425 Malaga Way
Rancho Cordova, CA 95670-3649

057 0145 001 0000
Occupant At
10400 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 002 0000
Occupant At
10404 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 003 0000
Occupant At
10408 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 004 0000
Occupant At
10412 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 005 0000
Occupant At
10416 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 006 0000
Occupant At
10420 Malaga Way
Rancho Cordova, CA 95670-3608

057 0145 007 0000
Occupant At
10424 Malaga Way
Rancho Cordova, CA 95670-3608

057 0211 002 0000
Occupant At
10134 Coloma Rd
Rancho Cordova, CA 95670-4602

057 0211 003 0000
Occupant At
10124 Coloma Rd
Rancho Cordova, CA 95670-4602

057 0211 004 0000
Occupant At
10401 Folsom Blvd
Rancho Cordova, CA 95670-4635

057 0211 005 0000
Occupant At
10407 Investment Cir
Rancho Cordova, CA 95670-0000

057 0211 006 0000
Occupant At
10408 Investment Cir
Rancho Cordova, CA 95670-0000

057 0211 023 0000
Occupant At
10416 Investment Cir
Rancho Cordova, CA 95670-4605

057 0211 027 0000
Occupant At
10424 Investment Cir
Rancho Cordova, CA 95670-4644

057 0211 034 0000
Occupant At
10154 Coloma Rd
Rancho Cordova, CA 95670-4602

057 0211 035 0000
Occupant At
10138 Coloma Rd
Rancho Cordova, CA 95670-4602

057 0211 040 0000
Occupant At
10432 Investment Cir
Rancho Cordova, CA 95670-4605

057 0212 008 0000
Occupant At
10455 Investment Cir
Rancho Cordova, CA 95670-4604

057 0212 009 0000
Occupant At
10415 Folsom Blvd
Rancho Cordova, CA 95670-4606

072 0131 001 0000
Occupant At
10425 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0131 002 0000
Occupant At
10429 Mills Tower Dr
Rancho Cordova, CA 95670-5414





072 0131 003 0000
Occupant At
10433 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0132 003 0000
Occupant At
3006 La Rue Way
Rancho Cordova, CA 95670-5411

072 0181 001 0000
Occupant At
3010 La Rue Way
Rancho Cordova, CA 95670-5411

076 0153 009 0000
Occupant At
2658 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 012 0000
Occupant At
2678 Garrett Way
Rancho Cordova, CA 95670-3538

076 0154 008 0000
Occupant At
2658 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0154 011 0000
Occupant At
2647 Garrett Way
Rancho Cordova, CA 95670-3533

076 0155 007 0000
Occupant At
10213 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 010 0000
Occupant At
2653 Gilbert Way
Rancho Cordova, CA 95670-3540

076 0191 001 0000
Occupant At
2679 Garrett Way
Rancho Cordova, CA 95670-3533



072 0131 004 0000
Occupant At
10437 Mills Tower Dr
Rancho Cordova, CA 95670-5414

072 0133 001 0000
Occupant At
10426 Mills Tower Dr
Rancho Cordova, CA 95670-5440

072 0181 002 0000
Occupant At
3014 La Rue Way
Rancho Cordova, CA 95670-5411

076 0153 010 0000
Occupant At
2668 Garrett Way
Rancho Cordova, CA 95670-3538

076 0154 006 0000
Occupant At
2650 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0154 009 0000
Occupant At
2655 Garrett Way
Rancho Cordova, CA 95670-3533

076 0155 005 0000
Occupant At
10221 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 008 0000
Occupant At
10209 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0182 005 0000
Occupant At
10345 Malaga Way
Rancho Cordova, CA 95670-3530

076 0191 002 0000
Occupant At
2675 Garrett Way
Rancho Cordova, CA 95670-3533

072 0132 002 0000
Occupant At
3000 La Rue Way
Rancho Cordova, CA 95670-5411

072 0133 002 0000
Occupant At
10430 Mills Tower Dr
Rancho Cordova, CA 95670-5439

076 0153 008 0000
Occupant At
2650 Garrett Way
Rancho Cordova, CA 95670-3538

076 0153 011 0000
Occupant At
2672 Garrett Way
Rancho Cordova, CA 95670-3538

076 0154 007 0000
Occupant At
2654 Gilbert Way
Rancho Cordova, CA 95670-3539

076 0154 010 0000
Occupant At
2651 Garrett Way
Rancho Cordova, CA 95670-3533

076 0155 006 0000
Occupant At
10217 Coloma Rd
Rancho Cordova, CA 95670-3605

076 0155 009 0000
Occupant At
2657 Gilbert Way
Rancho Cordova, CA 95670-3540

076 0183 010 0000
Occupant At
10344 Malaga Way
Rancho Cordova, CA 95670-3523

076 0191 003 0000
Occupant At
2671 Garrett Way
Rancho Cordova, CA 95670-3533

076 0191 004 0000 Occupant At 2667 Garrett Way Rancho Cordova, CA 95670-3533	076 0191 005 0000 Occupant At 2663 Garrett Way Rancho Cordova, CA 95670-3533	076 0191 006 0000 Occupant At 2659 Garrett Way Rancho Cordova, CA 95670-3533
076 0191 007 0000 Occupant At 2662 Gilbert Way Rancho Cordova, CA 95670-3539	076 0191 008 0000 Occupant At 2666 Gilbert Way Rancho Cordova, CA 95670-3539	076 0191 009 0000 Occupant At 2670 Gilbert Way Rancho Cordova, CA 95670-3539
076 0191 010 0000 Occupant At 10377 Malaga Way Rancho Cordova, CA 95670-3550	076 0191 011 0000 Occupant At 10373 Malaga Way Rancho Cordova, CA 95670-3550	076 0191 012 0000 Occupant At 10369 Malaga Way Rancho Cordova, CA 95670-3550
076 0191 013 0000 Occupant At 10365 Malaga Way Rancho Cordova, CA 95670-3550	076 0191 014 0000 Occupant At 10361 Malaga Way Gold River, CA 95670-3550	076 0191 015 0000 Occupant At 10357 Malaga Way Rancho Cordova, CA 95670-3550
076 0191 016 0000 Occupant At 10353 Malaga Way Rancho Cordova, CA 95670-3550	076 0191 017 0000 Occupant At 10349 Malaga Way Rancho Cordova, CA 95670-3550	076 0191 018 0000 Occupant At 2685 Ellenbrook Dr Rancho Cordova, CA 95670-3542
076 0192 001 0000 Occupant At 10205 Coloma Rd Rancho Cordova, CA 95670-3605	076 0192 002 0000 Occupant At 10201 Coloma Rd Rancho Cordova, CA 95670-3605	076 0192 003 0000 Occupant At 2669 Gilbert Way Rancho Cordova, CA 95670-3540
076 0192 004 0000 Occupant At 2665 Gilbert Way Rancho Cordova, CA 95670-3540	076 0192 005 0000 Occupant At 2661 Gilbert Way Rancho Cordova, CA 95670-3540	076 0193 001 0000 Occupant At 10348 Malaga Way Rancho Cordova, CA 95670-3529
076 0193 002 0000 Occupant At 10352 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 003 0000 Occupant At 10356 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 004 0000 Occupant At 10360 Malaga Way Rancho Cordova, CA 95670-3529
076 0193 005 0000 Occupant At 10364 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 006 0000 Occupant At 10368 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 007 0000 Occupant At 10372 Malaga Way Rancho Cordova, CA 95670-3529
076 0193 008 0000 Occupant At 10376 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 009 0000 Occupant At 10380 Malaga Way Rancho Cordova, CA 95670-3529	076 0193 010 0000 Occupant At 10384 Malaga Way Rancho Cordova, CA 95670-3529



076 0193 011 0000
Occupant At
10388 Malaga Way
Rancho Cordova, CA 95670-3529

076 0222 019 0000
Occupant At
10385 Folsom Blvd
Rancho Cordova, CA 95670-3518

076 0222 026 0000
Occupant At
10347 Folsom Blvd
Rancho Cordova, CA 95670-3518

077 0171 002 0000
Occupant At
Mills Tower Dr
Rancho Cordova, CA 95670-0000

077 0171 005 0000
Occupant At
10409 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 008 0000
Occupant At
10389 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 011 0000
Occupant At
10377 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 014 0000
Occupant At
10365 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0172 003 0000
Occupant At
10364 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 006 0000
Occupant At
10376 El Grande Ct
Rancho Cordova, CA 95670-5370



076 0193 012 0000
Occupant At
10392 Malaga Way
Rancho Cordova, CA 95670-3529

076 0222 020 0000
Occupant At
10399 Folsom Blvd
Rancho Cordova, CA 95670-3518

077 0010 033 0000
Occupant At
Folsom Blvd
Rancho Cordova, CA 95670-0000

077 0171 003 0000
Occupant At
10417 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 006 0000
Occupant At
10407 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 009 0000
Occupant At
10385 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 012 0000
Occupant At
10375 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 015 0000
Occupant At
10361 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0172 004 0000
Occupant At
10368 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 007 0000
Occupant At
10378 El Grande Ct
Rancho Cordova, CA 95670-5372

076 0193 013 0000
Occupant At
10396 Malaga Way
Rancho Cordova, CA 95670-3529

076 0222 025 0000
Occupant At
10355 Folsom Blvd
Rancho Cordova, CA 95670-3518

077 0171 001 0000
Occupant At
10421 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 004 0000
Occupant At
10413 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 007 0000
Occupant At
10401 Mills Tower Dr
Rancho Cordova, CA 95670-5414

077 0171 010 0000
Occupant At
10381 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 013 0000
Occupant At
10369 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0171 016 0000
Occupant At
10357 Mills Tower Dr
Rancho Cordova, CA 95670-5444

077 0172 005 0000
Occupant At
10372 Mills Tower Dr
Rancho Cordova, CA 95670-5442

077 0172 008 0000
Occupant At
10380 El Grande Ct
Rancho Cordova, CA 95670-5373



077 0172 009 0000
Occupant At
10382 El Grande Ct
Rancho Cordova, CA 95670-5374

077 0172 010 0000
Occupant At
10384 Mills Tower Dr
Rancho Cordova, CA 95670-5441

077 0172 011 0000
Occupant At
10388 Mills Tower Dr
Rancho Cordova, CA 95670-5441

077 0172 012 0000
Occupant At
10400 Mills Tower Dr
Rancho Cordova, CA 95670-5415

077 0172 013 0000
Occupant At
10451 Buena Plaza Cir
Rancho Cordova, CA 95670-5403

077 0172 014 0000
Occupant At
10445 Buena Plaza Cir
Rancho Cordova, CA 95670-5403

077 0172 015 0000
Occupant At
10443 Buena Plaza Cir
Rancho Cordova, CA 95670-5403

077 0173 031 0000
Occupant At
10448 Buena Plaza Cir
Rancho Cordova, CA 95670-5404

077 0173 032 0000
Occupant At
10452 Buena Plaza Cir
Rancho Cordova, CA 95670-5404

077 0173 033 0000
Occupant At
10456 Buena Plaza Cir
Rancho Cordova, CA 95670-5404

077 0173 034 0000
Occupant At
Buena Plaza Cir
Rancho Cordova, CA 95670-0000

077 0173 035 0000
Occupant At
10460 Buena Plaza Cir
Rancho Cordova, CA 95670-5404

077 0173 036 0000
Occupant At
10416 Mills Tower Dr
Rancho Cordova, CA 95670-5440



MEMORANDUM



DATE: September 17, 2012

TO: Honorable Mayor and Council Members

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

SUBJECT: RESOLUTION ADOPTING THE 2011-2012 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

RECOMMENDATION

Adopt Resolution No. 93-2012 approving the Fiscal Year 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER).

RESULT OF RECOMMENDED ACTION

CAPER will be submitted to the US Department of Housing and Urban Development (HUD) in accordance with HUD requirements and timelines.

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

BACKGROUND

The City receives an annual entitlement allocation of the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD), which totaled \$626,561 in FY 2011-2012. The grant allows the City to carry out a number of housing and community development programs that are targeted primarily to low- and moderate-income households and individuals, including housing rehabilitation, neighborhood infrastructure improvements, and public services.

The Department of Housing and Urban Development (HUD) requires an annual evaluation of their grant programs, also known as the "Consolidated Annual Performance and Evaluation Report," or CAPER. The 2011-2012 CAPER describes the City's accomplishments in the implementation of programs and activities under the Community Development Block Grant (CDBG) program. It also reports the progress of the City in meeting overall five-year goals and priorities, as well as identifying areas for improvement as a result of this annual review.

CDBG regulations require that the public be given a 15-day period in which to review the CAPER and provide comments prior to approval by the City Council. A public notice announcing the availability of the CAPER was published in the Grapevine Independent on August 31, 2012 and copies of the CAPER were made available for public review at designated locations, including the City's website. Any written comments or questions are responded to in writing by staff, and are included in the CAPER when it is submitted to HUD. The public comment period on the CAPER concluded September 17, 2012.

ANALYSIS

The 2011-2012 program year was the City's sixth year as an entitlement jurisdiction for CDBG funds. Staff has continually strived to provide training opportunities to new grant recipients and establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. As a new initiative, the City has undertaken efforts to coordinate activities with our neighboring cities. Efforts have included consolidated monitoring of common service providers, standardizing reporting requirements and forms to help encourage efficiency and consistency, and sharing information from workshops. Staff continued to work on refining guidelines and procedures, and worked with service providers to provide technical assistance in administering CDBG funds.

Significant progress in satisfying performance goals was made during the past CDBG program year. The City hosted a Fair Housing seminar presented by HUD representatives, a Fair Housing Workshop presented by the Human Rights Fair Housing Commission, and a Landlord and Apartment Management training session presented by our Rental Housing inspection team to help teach landlord and managers about fair housing.

Continuing challenges are recognized to include developing and implementing strategies to increase public review and input related to all CDBG efforts, to develop permanent solutions to homeless issues, to increase the availability of affordable housing, and to effectively remove barriers to affirmatively furthering Fair Housing.

ATTACHMENTS

1. Resolution No. 93-2012
2. City of Rancho Cordova 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER)

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 93-2012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FISCAL YEAR 2011-2012 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

WHEREAS, the City of Rancho Cordova has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff has completed the 2011-2012 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and a 15-day public comment period for the report was published in the Grapevine Independent on August 31, 2012; and

WHEREAS, the 15-day public comment period has closed and the CAPER has been considered by the Rancho Cordova City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council:

1. Approves the 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Authorizes the City Manager, or his designee, to submit the CAPER to the Department of Housing and Urban Development; and
3. Authorizes staff to make technical modifications to the CAPER as required by HUD.

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

Resolution No. 93-2012

[AGENDA ITEM 10.1

2011-2012 CAPER

Rancho Cordova Community Development Block Grant

Consolidated Annual Performance Evaluation Report

2011-2012 Program Year

2011-2012 CAPER

I. Introduction

As an entitlement grantee for the United States Department of Housing and Urban Development (HUD) formula Community Development Block Grant (CDBG) program, the City of Rancho Cordova is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to analyze and summarize program accomplishments during the preceding program year. The CAPER assesses the City of Rancho Cordova and its subrecipients' progress in completing activities identified in the 2011-12 Action Plan, which covers the period July 1, 2011 through June 30, 2012. The CAPER also reports the progress in meeting overall five-year Consolidated Plan (Con Plan) goals and priorities, and identifies areas for improvement as a result of annual self-evaluations and HUD performance reviews. This year represents the first year of the City's second Con Plan cycle (2011-2016). The 2011-12 program year was the City of Rancho Cordova's sixth year as an entitlement recipient of Community Development Block Grant (CDBG) funds. The City of Rancho Cordova Housing Services Division, within the Economic Development Department, serves as the lead agency for the administration of CDBG funds. Questions regarding this report should be directed to the staff within this division at:

Housing Services Administrator
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916-851-8784

This report was made available for public review during a 15-day public comment period from August 31, 2012 to September 17, 2012. A public notice announcing its availability was published in the *Grapevine Independent* on August 31, 2012. Copies of this CAPER were made available for public review and comment in electronic format found online on the City of Rancho Cordova's website (www.cityofranhocordova.org) and as printed copies located at both City Hall and the Rancho Cordova Public Library from August 31st until September 17th. A public hearing on the report will be held on September 17, 2012 at the Rancho Cordova City Council meeting held at City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670.

Summary of Resources and Distribution of Funds

The City received \$626,561 from the federal Community Development Block Grant (CDBG) program, and will be reallocated \$53,262 of unspent funds from previous program years. The City also worked to meet its community development and housing needs using a variety of other funding sources, including the City's Very Low Income Housing Trust Fund, the Neighborhood Stabilization Program, a Low-Income Housing Trust Fund Grant from the State, and CalHOME funds awarded during the 2011-2012 year.

2011-2012 CAPER

During the 2011-2012 program year, the City was able to make considerable progress toward the objectives identified in the 2011-2012 Action Plan. These objectives were:

- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and continue proactive code enforcement efforts;
- Assist community-based organizations with additional financing that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- Assist economic development through the targeted removal of slum and blight;
- Improve accessibility to public facilities for youth as well as youth crime prevention, primarily through after school activities within the CDBG target area.

During the 2011-2012 CDBG program year, the City used \$164,000 of CDBG funding to help address the quality of our housing stock, to improve livability in our CDBG target area, and to continue in our pursuit of improving rental housing opportunities for our residents.

An additional \$44,720 of CDBG funding was used to help ensure that our Seniors – particularly home-bound seniors – had access to affordable nutritious meals. This effort included both congregate meals held at the Cordova Senior Center and home delivered meals.

The City assisted the Folsom Cordova Community Partnership with \$23,000 of CDBG funds to help support the Generation HOPE program that provided at-risk youth with mentoring and college preparation activities.

Another \$49,475 of CDBG funds were spent in addressing fair housing, homelessness prevention, and emergency home repairs to help prevent residents from becoming displaced from their homes, and to assist those who had become displaced to find new housing.

The City also completed two 2010-2011 infrastructure projects, the White Rock Park Community Pathway, which won a 2012 American Public Works Association Project of the Year Award, and ADA sidewalk repairs throughout the CDBG target area. These two projects were funded with \$299,266 of prior year CDBG allocations. An additional \$100,000 of 2011-2012 CDBG funds were allocated in our midyear amendment to a new ADA sidewalk infrastructure repair program that will be completed in the 2012-2013 program year.

Finally, the City worked with the Folsom Cordova Unified School District and the Police Activities League (PAL) to find a site for the construction of a new youth center. The actual facility will be constructed during the 2012-2013 program year with the funds set aside during the 2010-2011 and 2011-2012 program years.

2011-2012 CAPER

II. General Narrative

In the 2011-12 program year, the City funded numerous public service activities, including those serving the elderly, youth, families, the homeless, and those at risk of homelessness. The City of Rancho Cordova is also leveraging several resources to improve the City's neighborhoods.

Accomplishments include the following:

- Provided funding to Cordova Recreation and Park District and the Meals on Wheels program to support the provision of nutritious meals to approximately 452 seniors;
- Assisted the Folsom Cordova Community Partnership to provide educational services and pro-social activities to 237 youth;
- Completed 4 home repairs within the Emergency Repair Loan Program;
- Provided caregiver respite to the families of 26 seniors with memory disabilities;
- Responded to Fair Housing inquiries from 134 residents;
- Assisted Sacramento Self-Help Housing to provide counseling and social services for 74 homeless and near-homeless persons; and
- Initiated 1 Public Works ADA sidewalk infrastructure improvement project.

The 2011-12 program year was the City's sixth year as an entitlement jurisdiction for CDBG funds. Staff has continually strived to provide training opportunities to new grant recipients and establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. As a new initiative, the City has undertaken efforts to coordinate activities with our neighboring cities. Efforts have included consolidated monitoring of common service providers, standardizing reporting requirements and forms to help encourage efficiency and consistency, and sharing information from workshops.

Mid-Year Amendment

In December of 2011 the City amended the Action Plan to re-allocate \$178,393 of CDBG funds from a project that was no longer feasible. The project would have involved acquiring and removing a blighted building from Folsom Boulevard that has become a serious health and safety hazard to the public. The purchase and demolition of the First Value Inn would have helped improve the curb appeal of the City's major thoroughfare, increased safety, and brought business back to the Boulevard. However, the property scheduled for acquisition was sold to a private party, and the City lost the opportunity to purchase and demolish the structure.

The City identified two activities to which it committed these unused funds:

2011-2012 CAPER

- Public Works Department ADA Sidewalk Infrastructure Improvements, a new activity, received \$100,000 to make ADA accessibility improvements to pedestrian walkways in the City. Improvements are in progress and are will include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs.
- The Emergency Repair Loan Program, an existing program that the City has supported in previous program years was allocated \$78,393. The program makes emergency repairs related to health and safety hazards in low-income owner-occupied housing. The program is an inexpensive and efficient way to preserve the habitability of the affordable housing stock, including mobile homes.

Table 1 provides a summary of accomplishments in 2011-12. The activities listed are those contained in the 2011-12 Action Plan, and the table identifies the applicable one-year objective, the actual accomplishments, and how close each activity got to meeting its goal. More detailed activity descriptions are included below.

2011-2012 CAPER

Table 1
Annual Goal Achievement and Progress to Meeting Five-year Goals

Category			
Project/Service Type	Completed	Goal	Over/(Short)
Housing			
Home Repair Assistance	4 homes	10 homes	(6) homes
Rental Inspection	829 homes	665 homes	164 homes
Code Enforcement	1,465 homes	665 homes	800 homes
Owner Occupied Housing Rehabilitation	0 homes	1 home	(1) home
Homeless Prevention	74 persons	76 persons	(2) persons
Public Facilities			
Police Activities League	0 facilities	1 facility	(1) facility*
ADA Infrastructure Improvements	0 public works project	1 public works project	(1) public works project**
Public Services			
Youth Services	237 youth	226 youth	11 youth
Senior Services	478 seniors	360 seniors	118 seniors
Housing Services	208 persons	226 persons	(18) persons
Special Needs (all programs)			
Disabled	121 persons	--	--
Senior (62+)	478 persons	--	--
Female-headed	179 persons	--	--
Large family (5+)	170 persons	--	--
Total persons/households	749 persons		
Low/mod households	654 persons	--	--
Percent low-mod served	87%	--	--

* The Police Activities League project is part of a multi-year capital improvement project that will be constructed and completed in the 2012-2013 program year.

** The ADA Sidewalk Infrastructure project was started in the 2011-12 program year, but will not be completed until the 2012-2013 program year. Construction has begun, and the estimated completion date is November of 2012.

2011-2012 CAPER

III. Program descriptions

Housing Activities

Emergency Repair Loan Program

Provide emergency repair assistance to low-income homeowners, eliminating health and safety hazards in their units.

2011-12 Objective: 10-14 homes repaired

Funding Allocated: \$78,383 (Reallocation)

2011-12 Accomplishment: 4 households repaired

Goals Met: HS-1 (for description of goals, please see the 2011-2016 Consolidated Plan)

Actual Expenditure: \$22,475

Narrative: The Emergency Repair Loan Program was created in 2006 to provide assistance to homeowners who had no other resources to make necessary repairs to their homes to address health and safety concerns. In the 2011-12 program year, the ERLP was funded using dollars reallocated from another program. Due to the late reallocation, the program is just starting to get back up to speed. While only 4 homes were repaired in 2011-12, the program has been continued in 2012-2013 with additional funding and will show a much higher number of completed projects in the coming year. The City is working to fund this program annually, as the community has demonstrated a continued need for these loans over the years. During the program's hiatus, a waiting list of over 30 eligible recipients was tabulated and used to estimate additional funding needs.

2011-2012 CAPER

Table 2
Emergency Repair Loan Program Achievements

Category	Total	Percent of Total HH
Total Households (HH)	4	100%
Total Low/Mod-Income	4	100%
Extremely Low-income	2	50%
Low-Income	2	50%
Moderate-income	0	0%
Special Needs		
Disabled HH Member	1	25%
Senior Headed HH	2	50%
Female Headed HH	3	75%
5+ Person HH	1	25%
Race/Ethnicity		
White	2	50%
Black or African-American	1	25%
Asian	0	0%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	0	0%
Multiracial	0	0%
Other/No response	0	0%
Hispanic		
Hispanic	1	25%
Non-Hispanic	3	75%

Rental Housing Inspection Program

Inspect rental housing units in CDBG target areas to find code violations and require rental property owners correct those violations of health and safety codes.

2011-12 Objective: 665 units inspected

Funding Allocated: \$82,000

2011-12 Accomplishment: 829 units inspected

Goals Met: HS-1, HS-2

2011-2012 CAPER

Actual Expenditure: \$82,000

Narrative: During the 2011/2012 program year, the Rental Inspection Program resulted in the ongoing discovery and abatement of 2,583 substandard housing violations located within the CDBG Target Areas. More recently, response to a 40 unit Apartment Complex located at 10440 Croetto Way resulted in unit closure and tenant relocation due to ongoing substandard living conditions. As a result the bank was encouraged to take action, resulting in receivership and then sale of property. The property is currently undergoing major renovation to be suitable for human habitation. Changes made to the property will finalize the abatement of substandard housing efforts in the CDBG area located on Croetto Way.

Code Enforcement

Provide code enforcement services in the redevelopment area and CDBG target areas.

2011-12 Objective: 665 homes inspected

Funding Allocated: \$82,000

2011-12 Accomplishment: 1,465 homes inspected

Goals Met: HS-1, HS-2

Actual Expenditure: \$82,000

Narrative: During the 2011/2012 program year, the General Code Enforcement Program served 1,465 homes within the targeted CDBG area. Primary areas included; South White Rock, Cordova Village, and Mills Park Neighborhoods. The ongoing abatement and removal of blight, to include violations such as illegal dumping, abandoned vehicles as well as junk and rubbish on private and foreclosed properties, have been essential in continuing efforts to revitalize neighborhoods.

Public Facilities

Infrastructure Improvements

Provide ADA ramps, crosswalks, and sidewalk repairs in the City's CDBG Target Areas.

2011-12 Objective: 1 Public Works project completed

Funding: \$100,000 (Reallocation)

2011-12 Accomplishment: 1 construction project in progress

Goals Met: CD-4

Actual Expenditure: None (Expenditure expected before 12/31/12)

2011-2012 CAPER

Narrative: Accessibility improvements will be made to pedestrian walkways in the City. Improvements will include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. The project has been bid and awarded per CDBG procurement rules. Construction began in August, and completion is expected in November of 2012.

Police Activities League

Provide the second half of funding for acquisition of a building to be used as an after-school activity center.

2011-12 Objective: 1 public facility acquired

Funding: \$118,125 (This commitment is one half of the project cost – the other half is from the 2010-11 program year)

2011-12 Accomplishment: Prepared site and found a portable building for the program

Goals Addressed: CD-2, CD-3, CD-4

Actual Expenditure: None (Expenditure expected in the 2012-13 program year)

Narrative: The Police Activities League will acquire a 3,000 square foot portable building, in addition to permanent space and utilities from the Folsom Cordova Joint Unified School District, for the building for a minimum of 15 years. With CDBG funding, the organization intends to pay a lump sum for the 15-year lease amount up front. This funding represents the second installment of a total \$236,250 awarded to PAL in the 2010-11 and 2011-12 CDBG Action Plans. PAL is currently working in cooperation with the Folsom Cordova Joint Unified School District to find an appropriate site. It is expected that PAL will complete acquisition in program year 2012-13.

Public Services

Generation Hope Program

Provide youth support and improve community involvement.

2011-12 Objective: 226 youth served

Funding Allocated: \$23,000 CDBG

2011-12 Accomplishment: 237 youth served

Goals Met: CD-2, CD-3

Actual Expenditure: \$23,000

Narrative: The Generation Hope Program, administered by Folsom Cordova Community Partnership, provided educational and pro-social activities to 237 youth in Rancho

2011-2012 CAPER

Cordova during the 2011-12 program year, exceeding its initial goal of 226 youth served. About 77% of youth served came from low-income backgrounds. Youth services included visits to Rancho Cordova and regional post-secondary campuses, one-on-one college preparation supported by community volunteers, and short-term prevention services for youth who are at-risk of continuing cycles of poverty and violence.

Table 3
Generation Hope Program Achievements

Category	Total	Percent of Total HH
Total Persons	237	100%
Total Low-Income	182	77%
Extremely Low-income (0-30%)	85	36%
Very Low-income (31-50%)	75	32%
Low-Income (51-80%)	22	9%
Moderate Income (>80%)	55	23%
Special Needs		
Disabled HH Member	16	7%
Senior Headed HH	0	0%
Female Headed HH	37	16%
5+ Person HH	134	57%
Race/Ethnicity		
White	70	30%
Black or African-American	12	5%
Asian	14	6%
American Indian or Alaskan Native	1	0%
Native Hawaiian or Pacific	2	1%
Multiracial	39	16%
Other/No response	99	42%
Hispanic		
Hispanic	141	59%
Non-Hispanic	96	41%

Senior Nutrition (Meals on Wheels)

Provide homebound seniors with hot meals and provide lunch to seniors at the Cordova Senior Center.

2011-2012 CAPER

2011-12 Objective: 229 seniors provided meals

Funding Allocated: \$39,220 CDBG

2011-12 Accomplishments: 95 seniors provided congregate meals
72 seniors provided home delivered meals
167 total seniors served
14,033 meals provided

Goals Met: CD-1, CD-3

Actual Expenditure: \$37,280 CDBG to date (final invoices pending)

Narrative: Senior Nutrition Services, administered by Meals on Wheels by ACC (ACC) provided meals to 167 unduplicated seniors in the 2011-12 program year, serving a total of 14,033 meals over 186 congregate meal days and 252 delivery days. This activity included 95 seniors (unduplicated count) served in the congregate meal program and 72 seniors who benefited from the Meals on Wheels program with home delivered hot or frozen meals. While the 167 members of the community served is only 73% of the objective, this is due to a change in the meal program that eliminated one day a week that Meals on Wheels was providing congregate meals at the Cordova Senior Center. Every Wednesday, Meals on Wheels shared the Senior Center kitchen with the Green Thumb program, which provided the congregate meals while the Meals on Wheels program provided the home delivered meals.

Table 4
Meals on Wheels Achievements

Category	Total	Percent of Total HH
Total persons	167	100%
Total Low-Income	160	96%
Extremely Low-income (0-30%)	123	74%
Very Low-income (31-50%)	24	14%
Low-Income (51-80%)	13	8%
Moderate Income (>80%)	7	4%
Special Needs		
Disabled HH Member	25	15%
Senior Headed HH	99	59%
Female Headed HH	50	30%
5+ Person HH	2	1%
Race		
White	108	65%
Black or African-American	20	12%

2011-2012 CAPER

Asian	16	10%
American Indian or Alaskan Native	3	2%
Native Hawaiian or Pacific	1	1%
Multiracial	13	8%
Other/No response	6	4%
Ethnicity		
Hispanic	6	4%
Non-Hispanic	161	96%

Senior Nutrition (Green Thumb Program)

Provide resources for operation of Senior Center community garden that provides fresh produce for congregate meals program.

2011-12 Objective: 110 seniors provided meals

Funding Allocated: \$5,500 CDBG

2011-12 Accomplishments: 285 seniors provided meals

Goals Met: CD-1, CD-3

Actual Expenditure: \$5,500 CDBG

Narrative: The Green Thumb Program, administered by the Cordova Recreation and Park District, provided healthy lunches and a community garden to seniors in the community. Over 5,000 meals were served to 285 attendees. The garden engaged seniors to grow and harvest their own healthy food alternatives that were prepared and served as congregate meals available to the senior population one day a week at the Cordova Senior Center. The program was far more popular than any expectations had predicted, and staff struggled to collect the CDBG required information during the limited lunch periods. Due to the nature of the program, the high volume of attendance, and the stringent CDBG reporting requirements, City staff has suggested that a more flexible funding source be used to fund this program.

Table 5
Green Thumb Program Achievements

Category	Total	Percent of Total HH
Total Households	285	100%
Special Needs		
Disabled HH Member	0	0%
Senior Headed HH	285	100%

2011-2012 CAPER

Female Headed HH	152	53%
5+ Person HH	272	95%
Race		
White	203	73%
Black or African-American	7	3%
Asian	23	8%
American Indian or Alaskan Native	5	2%
Native Hawaiian or Pacific	1	< 1%
Multiracial	10	4%
Other/No response	6	4%
Ethnicity		
Hispanic	14	5%
Non-Hispanic	271	95%

Sacramento Self-Help Housing

Provide counseling and housing referral services to homeless and near-homeless individuals and households.

2011-12 Objective: 76 households provided counseling

Funding Allocated: \$12,000 CDBG

2011-12 Accomplishments: 74 households provided counseling

Goals Met: HA-1, CD-3

Actual Expenditure: \$12,000 CDBG

Narrative: Sacramento Self Help Housing, Inc. provided housing counseling to 74 homeless, or near homeless, households either through phone counseling or in person at the Department of Human Assistance office in Rancho Cordova. SSHH met 97% of their objective number of households in their efforts to help families and individuals who were homeless or at risk of homelessness to find suitable permanent housing.

Table 6
Sacramento Self-Help Housing Achievements

Category	Total	Percent of Total HH
Total Households	74	100%
Total Low-Income	72	97%
Extremely Low-income (0-30%)	60	81%
Very Low-income (31-50%)	9	12%

2011-2012 CAPER

Low-Income (51-80%)	3	4%
Moderate Income (>80%)	2	3%
Special Needs		
Disabled HH Member	31	42%
Senior Headed HH	2	3%
Female Headed HH	35	47%
5+ Person HH	3	4%
Race		
White	29	39%
Black or African-American	38	51%
Asian	1	1%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	1	1%
Multiracial	3	4%
Other/No response	2	3%
Ethnicity		
Hispanic	1	1%
Non-Hispanic	73	99%

RESPIRE C.L.U.B.

Provide affordable senior respite day care service for seniors with severe memory loss.

2011-12 Objective: 21 seniors provided day care services

Funding Allocated: \$7,921 CDBG

2011-12 Accomplishment: 26 seniors provided day care services

Goals Met: CD-1, CD-3

Actual Expenditure: \$7,921

Narrative: The Respite C.L.U.B. provided day care services to 26 seniors with severe memory loss through the Cordova Neighborhood Church organization, exceeding the initial goal of 21 seniors served. Clients were provided with mental and physical activities in a social environment while providing respite to caregivers. Respite C.L.U.B. provides a unique and much needed service to the community. City staff plans to continue assisting them in broadening their client outreach efforts to help reach more minority groups that could make use of the services.

2011-2012 CAPER

Table 7
Respite C.L.U.B. Achievements

Category	Total	Percent of Total HH
Total persons (HH)	26	100%
Special Needs	26	100%
Disabled HH Member	26	100%
Senior Headed HH	26	100%
Female Headed HH	14	54%
5+ Person HH	4	15%
Race		
Hispanic (all races)	4	15%
White	14	54%
Black or African-American	0	0%
Asian	8	31%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	0	0%
Multiracial	0	0%
Other/No response	0	0%
Ethnicity		
Hispanic	4	15%
Non-Hispanic	22	85%

Planning and Administration Activities

CDBG Planning and Administration

Provide general administration of the CDBG program, including all planning and reporting activities.

2011-12 Objective: Conduct administrative services, train staff, and carry out other administrative and planning activities related to the CDBG program as well as other programs serving the target-income and special needs populations.

Funding: \$116,664 (an additional \$8,659 was dedicated to Human Rights Fair Housing)

2011-12 Accomplishment: The CDBG program was implemented in accordance with federal requirements.

Goals Met: PA-1

2011-2012 CAPER

Actual Expenditure: \$88,780

Narrative: CDBG staff was able to carry out a wide range of administrative activities to implement programs and activities serving the target income and special needs population. Of the CDBG funds allocated to Planning and Administration, the City chose to dedicate \$8,659 to Human Rights Fair Housing to help ensure adequate access to fair housing advocacy for Rancho Cordova residents.

Human Rights Fair Housing Commission

Provide fair housing services to residents by responding to inquiries of illegal housing discrimination, investigating discrimination complaints, and providing tenant/landlord information.

2011-12 Objective: 150 persons assisted

Funding: \$15,000 (\$8,659 from Planning and Administration)

2011-12 Accomplishment: 134 persons assisted

Actual Expenditure: \$15,000 (Includes \$8,659 from Planning and Admin.)

Narrative: The Human Rights and Fair Housing Commission (HRFH) met 89% of their objective for number of persons assisted. Fair housing services and counseling is provided to Rancho Cordova residents in an effort to eliminate housing discrimination. \$8,659 of the \$15,000 funded to HRFH was provided from the City's Planning and Administration funding.

2011-2012 CAPER

Table 8
Human Rights Fair Housing Commission Achievements

Category	Total	Percent of Total HH
Total Persons	134	100%
Total Low-Income	122	91%
Extremely Low-income (0-30%)	78	58%
Very Low-income (31-50%)	30	22%
Low-Income (51-80%)	14	10%
Special Needs		
Disabled HH Member	23	17%
Senior Headed HH	6	4%
Female Headed HH	43	32%
5+ Person HH	27	20%
Race		
White	75	56%
Black or African-American	36	27%
Asian	4	3%
American Indian or Alaskan Native	1	<1%
Native Hawaiian or Pacific	2	<1%
Multiracial	12	9%
Other/No response	0	0%
Ethnicity		
Hispanic	19	14%
Non-Hispanic	115	86%

Summary of 2011-12 CDBG Allocation

Category	2011-12 Funds Allocated
Planning and Administration	\$125,323
Public Services	\$93,928
Housing Rehabilitation Programs	\$78,383
Code Enforcement and Rental Inspection	\$164,000
Public Improvements	\$218,125
Total	\$679,759*

* Includes \$53,199 prior year program income.

2011-2012 CAPER

Summary of 2011-12 CDBG Expenditures

Category	2011-12 Funds Expended
Planning and Administration	
Public Services	
Housing Rehabilitation Programs	
Code Enforcement and Rental Inspection	
Public Improvements	
Total	
YE Funds Remaining	
YE Unliquidated Obligations	
YE Net Remaining	

Timely Expenditure of Funds	(150% Max)
Total 2011-12 CDBG Funding	
Total 2011-12 CDBG Expenditure	
Percentage of Total Funding	

Total Public Services Calculation	(15% Max)
2011-12 CDBG Allocation	\$626,561
Total 2011-12 Public Services Expenditures	\$92,008
Percentage of Total Funding	15%

Planning and Administration Calculation	(20% Max)
2011-12 CDBG Allocation	\$626,561
Total 2011-12 Planning and Admin. Expenditures	\$97,439
Percentage of Total Funding	16%

2011-2012 CAPER

IV. Geographic Distribution

Geographic distribution of activities is widely varied, but most take place in or near a low- and moderate-income area. The location of an activity largely depends on the type of activity. Some of the City's 2011-12 activities, such as Meals on Wheels and housing counseling, are able to take place across the entire City.

The rental housing inspection program and code enforcement activities funded by CDBG took place in the City's designated CDBG target areas, as seen in Figure 1. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

2011-2012 CAPER

Figure 1.

2011-2012 CAPER

The investment of other public and private funds in these areas has, in the past, provided the potential for a comprehensive approach to revitalization. Unfortunately, recent State legislation eliminated Redevelopment Agencies and Redevelopment Areas, a challenge for Rancho Cordova (and other cities), as resources previously available for revitalization efforts are now unavailable. While the overlap between the CDBG target area and the City's Community Redevelopment Area has provided opportunities to leverage funding and maximize outcomes in the past, the lack of redevelopment dollars will likely put additional strain on the CDBG funds and the projects and services that rely on them.

Minority Distribution

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. Findings from the City's 2010-11 Analysis of Impediments reveal an unequal distribution of minority households throughout the City. As a result, many programs, including senior services, youth services, and housing counseling are available to residents citywide. Programs with a specific location, such as Rancho Cordova Neighborhood Center, are located in areas with varying levels of minority concentration with an emphasis on higher concentration areas. Projects that have a specific, pre-determined geographic location are often located in or near areas of minority concentration, as seen in Figure 2.

2011-2012 CAPER

Figure 2

2011-2012 CAPER

Affirmatively Furthering Fair Housing

In the year 2010-11, the City completed its first Analysis of Impediments to Fair Housing for use in the 2011-16 Consolidated Plan. The Analysis of Impediments study included surveys of both the general public and of fair housing stakeholders in the region. Prior to the completion of the Analysis of Impediments, the City was taking actions to promote fair housing, including the provision of fair housing materials, fair housing assistance, and investigation of housing discrimination complaints. The City is using the Analysis of Impediments to fair housing to further address identified fair housing issues over the coming program years, and to create a comprehensive Affirmatively Furthering Fair Housing Plan that will help make sure that the City is actively meeting its fair housing obligations. Fair housing issues identified in the City's 2010-11 Analysis of Impediments show a lack of public knowledge of fair housing rights and lack of easily available information on the nature and basis of housing discrimination.

As a response to these identified fair housing issues, The City is coordinating efforts with its Neighborhood Services Division, as well as neighboring cities, to more successfully and efficiently fulfill its fair housing responsibilities. Efforts will include establishing a Fair Housing Ombudsman at the City to serve as a central representative for all fair housing issues, as well as receive, respond to, and direct fair housing problems to appropriate parties, and creating a comprehensive Affirmatively Furthering Fair Housing Plan that will outline the City's goals and help make sure that fair housing issues are addressed and preventive measures are taken.

The City currently displays fair housing materials at City Hall and at the Neighborhood Services Center, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it, and materials are distributed by Code Enforcement officers and the Rancho Cordova Police Department. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the City to ensure the fair and equitable treatment of persons and households seeking housing in the City. In 2011-12, the City hosted both a Fair Housing seminar presented by HUD representatives, a Fair Housing Workshop presented by the Human Rights Fair Housing Commission, and a Landlord and Apartment Management training session presented by our Rental Housing inspection team to help teach landlord and managers about fair housing.

Affordable housing

The City has addressed many of its efforts to provide affordable housing previously under the section General Narrative. Both the primary goal of the Emergency Repair Loan Program is to assist low-income households by helping them to stay housed. The 2011-2016 Consolidated Plan includes, as a high priority goal, the preservation of the existing stock of affordable housing. The City preserves affordable housing in part through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable. The 2011-12 program year saw several existing multi-family complexes continue to make significant gains in addressing health and safety issues.

2011-2012 CAPER

These gains are in large part due to the success of the rental housing inspection and code enforcement programs. Additionally, the City has continued to actively participate in the replacement of substandard rental housing and the creation of additional affordable rental units with its participation in the development of an 18 unit tax credit new construction project utilizing Neighborhood Stabilization Program funding.

Continuum of Care Narrative

The City of Rancho Cordova has established a set of strategies and priority actions to expand the City's homeless programs and services and to provide supportive housing opportunities and services to the elderly, disabled Veterans and persons with special needs. During program year 2011-12, the City continued to focus on funding service providers that offered regional programs benefiting the homeless, residents at risk of homelessness, and special needs groups. These efforts include a one-time donation to the Sacramento Steps Forward coalition that has taken the lead in the regional continuum of care.

Throughout the 2011-12 Action Plan implementation the City has identified the following populations as having high priority needs: elderly, frail elderly, disabled persons including Veterans, female-headed households and those households of modest income working in our City. Additionally, the City identified the following as high-priority special housing and service needs: housing rehabilitation and emergency repair, rental inspection, neighborhood parks and facilities, and senior and youth services.

Local Service Provider Assistance

During the 2011-12 program year, the City identified local service organizations that provide assistance to the homeless, households at-risk of homelessness, seniors, and other special needs groups. Several of these groups were selected to receive 2012-13 CDBG funds and will provide services to Rancho Cordova residents in the upcoming program year.

Senior Services

In 2011-12, the City continued its funding of senior meal services through Meals on Wheels by ACC. The CDBG funds granted by the City funded two components of the integrated Senior Nutrition program managed by ACC; a congregate meal program (where meals are provided at the Cordova Senior Center site), and a home-delivered meal program for homebound seniors. These programs combined to serve 167 persons. The programs offer congregate meals four days a week at the Cordova Senior Center, and home delivered meals five days per week. The total number of meals served in Rancho Cordova amounted to 14,033. Three other programs also provided support to seniors in the City. The Respite C.L.U.B. provided day-care services to 26 seniors with memory disabilities, affording family caregivers down time while giving the seniors in the program opportunities to socialize and engage in positive cognitive activities. Additionally, the Emergency Repair Loan Program served 2 additional seniors in the 2011-12 program year, helping them to live in a safe and suitable environment.

2011-2012 CAPER

The third program to provide support to the senior population in the 2011-12 program year was the Green Thumb program sponsored by the Cordova Recreation and Parks District. This program was incredibly successful – so much so that staff did not have the capacity to collect the required CDBG attendance information. The program has garnered praise from both the City Council and the general community, and City Staff have been working with the program’s organizers to find alternative sources of funding for the program. The Green Thumb program did apply for CDBG funding for the 2012-2013 program year, but was denied based on the reporting difficulties that CDBG funds placed on the program staff. The program will be funded in 2012-2013 from alternative sources.

Homeless and Homeless Prevention Services

The City contracts with Sacramento Self-Help Housing to provide counseling to low-income households who are homeless or at risk of becoming homeless. The counseling helps individuals and households to maintain housing stability. This program is intended to prevent homelessness. Self-Help Housing also provided assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe. Self-Help Housing provided assistance or counseling to 74 Rancho Cordova residents in the 2011-12 program year. The City also participates in the regional Continuum of Care through the Sacramento Steps Forward joint powers association that manages the Sacramento Area Continuum of Care process. Residents can also call 211 and get access to homeless and homelessness prevention services through the Sacramento Steps Forward program. Rancho Cordova is also home to the Mather Community Campus, a transitional living facility that supports homeless individuals and families and includes job training as well as housing and supportive services. The City is currently working in coordination with the County, Mather Veterans Hospital and a competitively selected non-profit development team to develop a comprehensive range of housing opportunities for homeless, near homeless and disabled veterans.

Other actions

Actions to Address Obstacles to Meeting Under-Served Needs

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services, discussed previously under the Continuum of Care narrative, and has worked to afford housing opportunities to under-served groups, including individuals with severe disabilities. The City continues its active participation in County, Mather Hospital and service provider efforts to locate and develop a continuum of housing opportunities for disabled Veterans.

Fostering and Maintaining Affordable Housing

The City of Rancho Cordova’s Strategic Plan, as part of the 2011-2016 Consolidated Plan, identifies the Emergency Repair Loan Program as the primary component of the City’s housing

2011-2012 CAPER

strategy. This Program provided 4 forgivable loans during the program year to very low-income households, and has sufficient funding to provide several additional funds in the 2012-2013 program year.

In 2012-13, the City plans to continue pursuing both federal and non-federal resources to advancing affordable housing opportunities. The City has received a CalHOME grant from the State of California to fund the REHAB-O home-owner rehabilitation program. In August of 2012 the City submitted a HOME grant application for a 48 unit affordable senior housing complex, and staff is currently working on a disabled and homeless veterans facility intended to operate in partnership with the Mather Veterans Hospital and the Veterans Affairs department. The City will also continue to support the Rental Housing Inspection and Code Enforcement programs to encourage housing providers to maintain the available stock of affordable and accessible rental housing.

Utilizing two awards of State administered Neighborhood Stabilization Program (NSP) funds, the City and a development partner have completed a new construction project for large and very large families. The Crossings at New Rancho is an 18 unit multifamily LEED Gold certified development that attained full-occupancy within its first month of operation in February of 2012. All units are affordable, housing individuals at or below 50% area median income levels.

Barriers to Affordable Housing

Rancho Cordova has made significant progress in meeting the housing needs of its very low-, low-, and moderate-income residents. Yet despite falling home prices in the Sacramento region, home prices and rents are still high enough to make it difficult for extremely low- and very low-income households to locate an affordable unit.

A continued supply of housing affordable to all household income levels is essential to meet the needs of the City's residents. Although there will be opportunities to construct new affordable housing, the City is also concerned with preserving and rehabilitating current affordable housing resources.

To assure the continued production of affordable housing, the City has examined possible constraints and barriers. Constraints to affordable housing are both governmental and non-governmental. Governmental constraints include land use controls, entitlement processing, fees, and building codes.

Land use controls are necessary to ensure orderly and appropriate development and growth in the City. Fees, land dedication, and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development. To facilitate the development of affordable housing, the City will consider waiving or deferring fees or assisting developers in locating resources for funding affordable housing.

Non-governmental constraints include the supply and cost of vacant land. The City has undertaken an inventory of vacant property suitable for housing development and determined that there are 550 acres available for single-family development in Rancho Cordova. This inventory

2011-2012 CAPER

indicates the need for lot consolidation and other entitlements to create a sufficient supply of land for the needs of the City. The City's General Plan allows for these entitlements to be granted for the development of affordable housing; it also allows for multi-family affordable housing to be constructed in certain commercial zones.

The City has identified a number of actions it will take to identify and address current barriers to affordable housing including the following:

- To continue to provide assistance to preserve existing affordable housing by establishing a biannual monitoring program to identify assisted housing units at risk of losing their affordability subsidies or requirements, and continue to assist in the creation of new affordable housing by prompting available incentives. Incentives will be promoted on the City's website, in brochures, and by making referrals.
- To continue to offer regulatory relief and incentives such as fee reductions or deferrals, reduced parking requirements, density bonuses, priority permit processing, and technical assistance in project processing, and accessing funding for special needs households and for the development of affordable housing.
- To assure the availability of adequate sites for the development of affordable housing through implementation of actions H1.2.1, H1.2.2, and H4.1.2 in the 2008–2013 Housing Element.¹
- Developers of new residential projects within the City's newly developing areas are required to prepare an Affordable Housing Plan that the City reviews and approves, through implementation of Action H.1.5.
- The City of Rancho Cordova will periodically monitor Home Mortgage Disclosure Act (HMDA) data and report significant trends in mortgage lending by race, ethnicity, and neighborhood.
- The City will offer and support pre-purchase counseling and homebuyer education programs.
- The City of Rancho Cordova will study the potential benefit to offer and to support home purchase programs targeted to lower-income (low and very low), immigrant, and minority households.
- Support efforts to educate tenants and owners and agents of rental properties regarding their fair housing rights and responsibilities.
- Support local advocate agencies and community stakeholders in efforts to disseminate fair housing information to people within the community.

¹ H1.2.1 in the City's Housing Element designates the minimum percentages of residential developable land acreage that should be dedicated for higher density uses (in units/acre). H1.2.2 requires the annual review of land zones for various residential uses, in conjunction with the amount and type of housing produced in the previous year, to determine if zoning changes are needed to meet the City's housing needs. H4.1.2 requires the City to promote the development of affordable housing, and prescribes different ways of doing so.

2011-2012 CAPER

- Monitor the incidence of housing discrimination complaints by reviewing reports made to enforcement agencies and advocates, consulting with fair housing educators and housing providers, and soliciting public comment. The results will be reported annually in the CAPER.
- Work with local agencies such as the Human Rights and Fair Housing Commission to improve the collection and reporting of information on discrimination, particularly based on race, disability, familial status, and national origin.
- The City encourages a mixture of household incomes in new developments. As part of the Annual Action Plan, the City will track changes in geographic concentrations for lower-income and minority households via U.S. Decennial Census data and American Community Survey data.
- The City will explore strategies (such as pursue HOME funding or support applications for subsidized housing) to ensure appropriate amounts of adequately sized units are added to the City's rental housing supply as a result of new construction.

The City will implement the actions under policy H.4.4 in the 2008–2013 Housing Element, which states the City will assist with the development of housing for the special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households.

Staff will also start work on the 2013-2018 Housing Element that will incorporate the ongoing housing needs of the City with the expected future housing needs.

Regional Housing Needs Allocation

In 2009, the City received its 2006-2013 regional housing needs allocation (RHNA) from the local Council of Governments. The allocation indicated the continued need for a supply of affordable housing and targets these needs by income group. In summary, the allocation calls for 19 percent of new housing production to be affordable to moderate-income households; 20 percent to extremely low- and very low-income, 16 percent low-income, and 45 percent above moderate-income households. This reflects continued balanced production need.

The City's 2008-2013 Housing Element determines the City of Rancho Cordova has demonstrated the capacity, based on appropriately zoned RD-4, 5, 7, and 10 land, to accommodate the new construction of 3,338 housing units, of which 1,157 need to be made affordable to very low-, low-, and moderate-income households. In addition, the City has demonstrated the capacity to accommodate 1,460 multi-family housing units on 67 acres of land designated with higher density zoning (minimum RD-30).

Overcome gaps in institutional structures and enhance coordination

As a result of the slow economic recovery, California's budget constraints, and the elimination of Redevelopment Agencies, meeting CDBG goals will require extra effort and new solutions. As

2011-2012 CAPER

discussed previously, the City is already in the process of enhancing coordination with other jurisdictions, including the City of Elk Grove and City of Citrus Heights, to consolidate and strengthen its fair housing program. The City also continues to coordinate with these jurisdictions to monitor subrecipient activities and share program reporting forms.

Public Housing and Residential Initiatives

The City does not own any public housing. The 2011-2016 Consolidated Plan does not include plans to construct or operate public housing. The City does have several public housing developments within its boundaries. These are owned and operated by the Sacramento Housing and Redevelopment Agency (SHRA). The City works with SHRA to ensure the continued quality of public housing in the City.

Lead-Based Paint

The City works with a certified lead-based paint inspector to identify lead-based paint hazards when necessary. This inspector is qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. These services were available in the City's Emergency Repair Loan Program in 2011-12.

Compliance and Monitoring

City staff met with the subrecipients' staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also held a group technical assistance training session at the beginning of the year to go over subrecipient agreement policies, data collection, and financial management. Staff provided technical assistance to subrecipients throughout the year.

City staff examined the progress the subrecipients were making toward performance targets on a quarterly basis through desk monitoring. Subrecipients are required to report their service population with each billing, including additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to place strong emphasis on the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress.

Additionally, the City conducted an on-site monitoring of one of its subrecipients in the 2011-12 program year, the Human Rights Fair Housing Commission (HRFH). This monitoring helped the subrecipient to better understand the financial and program management requirements of the CDBG program. Monitoring efforts were jointly conducted with the Cities of Elk Grove and Citrus

2011-2012 CAPER

Heights, from which a joint monitoring letter was prepared and issued, in which monitoring findings were presented to HRFH to further educate this subrecipient on CDBG requirements.

Anti-Poverty Strategy

During the program year, the City supported housing services that preserved housing affordability for very low- and low-income households. The City's Emergency Repair Loan Program provided grants to low-income households for necessary improvements to their homes. This allowed the household to maintain housing affordability while having a safe and decent living environment. The City also provides code enforcement services to ensure that lower-income households have a habitable place to live and to encourage housing providers to perform necessary maintenance and upgrades to their properties.

The City's contribution to the countywide Senior Nutrition Services program ensures that the City's elderly receive adequate nutrition at a nominal cost. The program helps to preserve elderly residents' limited income and provides home-bound seniors meals without incurring additional transportation or caretaking costs.

The City provides housing counseling to homeless and at-risk households to reduce the incidence of homelessness and encourage self-sufficiency. The housing counseling providers keep a detailed database of housing resources that are available to homeless and near-homeless residents.

Leveraging Resources

Although much of the City's ability to leverage funding has been significantly curtailed by recent State legislation eliminating Redevelopment Agencies, efforts will continue to be made to win competitive grants whenever the opportunity exists. With respect to public services funded with CDBG funds, the City requires all subrecipients to identify other resources they will utilize during the program year to operate and implement CDBG-supported activities. It is the City's intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds and helping to ensure the viability of the proposed activity. To best leverage the City's available resources, the City will continue to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve.

Citizen Comments

The City provided public notice of the public review period and planned submission of this CAPER. The draft document was made available on the City website, at City Hall, the Rancho Cordova Neighborhood Library, and the Rancho Cordova Neighborhood Center.

Public notice included the address of City Hall, staff contact names, mailing addresses, phone numbers, the website to view the Plans, and information on where to direct comments and questions.

2011-2012 CAPER

If any comments are received, the City endeavors to respond to all questions or comments within 10 business days.

Self-Evaluation

What is the status of grant programs?

2011-12 was the Rancho Cordova's sixth year as a CDBG entitlement jurisdiction. The City worked with five service providers to provide nutrition services to seniors, supportive services to youth, counseling services to the homeless and at-risk households, and an emergency repair program to low-income homeowners. The City also provided code enforcement services in the target areas.

Are grant disbursements timely?

HUD requires that at a point approximately three-quarters of the way through the program year, grantees have available in their line of credit no more than 1.5 times that year's entitlement grant. All disbursements were made on a timely schedule and the City was well below the 1.5 limit at the time of the test.

Are major goals on target?

Overall, the City is advancing its goals of fostering the development and preservation of affordable housing and providing supportive services to the elderly, youth, and those with special needs. The 2011-16 Consolidated Plan Assessment section below provides a generalized reconciliation between the aggregate reported accomplishments over the Consolidated Plan program years and the goals established in the Strategic Plan.

Are any activities or types of activities falling behind schedule?

The General Narrative, beginning on page 2, provides a description of each activity planned in 2011-12 and its actual accomplishments during the year.

The Police Activities League (PAL) was allocated funds during the 2010-11 and 2011-12 program years to assist in their efforts to find and acquire a permanent facility. The funding for this facility was provided over a two year timeline with the first installment during the 2010-11 program year and the second installment during the 2011-12 program year. PAL is currently in negotiations with the Folsom Cordova School District to acquire a suitable building. This activity is expected to be completed during the 2012-13 program year. Lease negotiations on this project have taken longer than expected, however PAL has recently gained new board members that are engaged and have the capacity to help move this project forward.

One of the greatest challenges facing the City and the City's CDBG subrecipients during the 2011-12 program year is the continuing period of economic instability. This instability makes long-term planning very difficult. The economic challenges that have arisen as a result of the collapsed

2011-2012 CAPER

housing market and the lengthy recession have had adverse impacts on all of the City's subrecipients, resulting in reduced funding for cities, staff turn-over, reduced staffing, and, in some cases, unmet service goals. Many of our subrecipients were able to exceed the previous year's achievements, and all but one was well within 10% of their 2011-12 program year goals. The one subrecipient that met less than 90% of their goal was the Meals on Wheels program – a critical program for the community that suffered from both cuts in CDBG funding over the 2011-12 program year, and that lost one day a week for congregate meals due to the Green Thumb program.

Are the activities and strategies making an impact on identified needs?

The housing and community development activities that are funded through the grant are making a positive impact in the community and specifically on the needs identified in the Consolidated Plan and Action Plan. The funded activities and strategies are vital to the City's health and well-being in many ways. The City's considerable efforts to foster affordable housing - through code enforcement activities, rental housing inspections, redevelopment projects, and repair loans - allow more residents each year to have access to attractive, safe, and affordable housing, community services, and public facilities. The funded public service activities provide many vulnerable citizens, such as seniors, homeless, youth and victims of domestic violence, with essential and life-enhancing services. Each funded activity in this program year is directly related to one of the goals in the Consolidated Plan and helps to further achieve the City's community development objectives and goals.

What barriers may have a negative impact on fulfilling the overall vision?

While the current economic climate continues to be the most substantial barrier negatively impacting the City's ability to fully implement its strategies and reach its goals, a handful of other challenges also face the City and its CDBG funded subrecipients. As mentioned previously, the elimination of Redevelopment Agencies has severely limited not just the City's ability to go out and start new projects, but its ability to leverage other funds to maximize results and improve overall fiscal efficiency. At the same time, the collapse of the housing market and the resulting losses in property tax revenues has put considerable strain on the City's General Fund. While the City operates with a balanced budget, there is little funding available to use for the kinds of projects and services that could do the most to help the City realize its vision. The City currently has several development projects and economic development plans that it would like to explore as well as much needed public services that it would greatly benefit from additional funding. However, current fiscal conditions simply leave no leeway, which has made the City and its service providers even more reliant on CDBG funds to bridge the gap.

Based on findings, what adjustments or improvements to strategies and activities might meet the City's needs more effectively?

The City will need to continue its efforts to work closely with community and neighborhood groups to ensure that their valuable input is obtained as plans and activities are being developed, so

2011-2012 CAPER

that services are relevant and maximize leveraging opportunities. The City will also improve its information dissemination processes so that the general public and many nonprofit organizations are notified through multiple mediums about the various CDBG programs. In future rounds the City will be using CDBG for public facility improvements that will enhance the living environment in the target-area neighborhoods. In the 2012-13 program year, the City will institute multi-year subrecipient contracts to help limit the costs involved in the application process. They City will also customize each CDBG subrecipient agreement to reflect the details of that subrecipient's program or service, which will ensure that subrecipients are better informed about CDBG program requirements and what is expected of them in their program/service delivery.

However, the biggest improvement that could come from CDBG is not in the planning strategies provided by the City, but in standardizing the funding so that City staff and our subrecipients are not left guessing at future budgets an so that the long term planning efforts that HUD encourages could actually be reliably implemented. The vacillations in CDBG funding over the last few years have made comprehensive adherence to any long term plan almost impossible.

V. Meeting 2011-2016 Consolidated Plan Goals and Objectives The City of Rancho Cordova's Consolidated Plan Activities 2011-2016

The 2011-2016 Consolidated Plan has been updated from the needs and strategies identified in the previous 2006-2011 Consolidated Plan. Generally, the current plan builds on past programs but adds program response to several conditions recognized by the community, service providers, staff and elected officials as having current priority in our community. The following activities were designated high priority activities in the 2011-2016 Consolidated Plan:

Table 9
2011-2016 Consolidate Plan Priority Activities

High Priority Activities	CDBG Funded in 2011-12?
Comprehensive Housing Rehabilitation	Yes
Emergency Repair Loans	Yes
Rental Housing Inspection	Yes
Code Enforcement	Yes
First Time Homebuyer	No
Affordable Housing Development	No
Expand Housing Options for Vets	No
Homeless Prevention Services	Yes
Emergency Shelter	Yes
Permanent Supportive Housing	No

2011-2012 CAPER

Senior Services	Yes
Youth Services	Yes
Removal of Blight	Yes
Youth Center	Yes
Building Façade Improvements	Yes
Micro-Enterprise and Small Business Assistance	No
Employment Training/Assistance	No

The City did not pursue the First Time Homebuyer Down Payment Assistance Program (Activity 5), primarily because the City of Rancho Cordova has a significant amount of housing stock priced well below the current market rate. Additionally, regulations pertaining to housing lending are very stringent, making it difficult for the City to effectively carry out this program. However, Rancho Cordova will continue to monitor home prices in its housing market, and is prepared to react to any adjustments such as sudden increases in housing costs, as well as other impediments that would make home ownership more difficult for target-income households.

The City is currently leveraging non-CDBG funds to respond to Activities 6 and 7. Two affordable housing projects are in progress: Horizons @ New Rancho will serve low-income seniors with 48 apartments and community space. Mather Veterans Village will serve homeless and near-homeless veterans with transitional and permanent apartment homes, with access to medical services needed to serve this population. Construction for Horizons @ New Rancho is expected to begin May of 2013, and Mather Veterans Village is estimated to begin construction in August of 2013.

The City did not hinder implementation of its 2011-16 Consolidated Plan by action or willful inaction.

ASSIST: Develop comprehensive strategies to support and assist those in need in the community.

Successful comprehensive strategies addressing lower income neighborhood enhancement and preservation include:

- Emergency rehab loan program
- Residential Home owner rehab program
- Rental housing and code enforcement programs
- Successful comprehensive strategies addressing service needs of lower income citizens
- Meals On Wheels
- Fair Housing services

2011-2012 CAPER

Challenges

- To continue to encourage inspection activities to become self sustaining and eventually to be removed from CDBG funding support
- To continue to monitor the activities of the larger service providers to ensure adherence to policy and regulations

INVOLVE: Involve the community and provide opportunities for citizen participation in the Consolidated Plan and Action Plan process and the preparation of this document.

Successful accomplishments of community involvement include

- Expanded efforts to survey the attitudes and priorities of the City's lower income populations
- Increased identification and use of institutional resources (churches, schools, service providers)

Challenges

- Levels of meaningful citizen participation must be increased
- Continued efforts to educate staff and to use existing communication networks which already exist in other agencies and institutions

COLLABORATE: Encourage collaboration with and between public private and non-profit agencies in order to ensure the efficient and effective provision of services.

Successful accomplishments in the area of collaboration include:

- Ongoing joint efforts of the City, Mather Veterans Hospital, the County of Sacramento and a competitively selected development and service provider team to develop a continuum of housing opportunities matched to the needs of disabled Veterans
- Combined efforts of this city and two adjoining entitlement cities in this County to combine resources involved in sub recipient monitoring and workshop attendance.
- Extensive assistance given to the Police Assistance League (PAL) to develop and implement a strategy to locate and build a permanent facility for youth programs

Challenges

City of Rancho Cordova CDBG CAPER

2011-2012 CAPER

- Non-profit funding is severely constrained resulting in part in the loss of human resources, experience and program knowledge.

LEVERAGE: Leverage CDBG funds and local resources to maximize the effectiveness of programs and services

Successful examples of leverage include:

- CDBG funds were combined with NSP1, NSP tier 3, and Tax credits resulting in the assemblage of 5 contiguous parcels and development of an 18 unit new construction, LEED Gold certified apartment complex for very low income large families –Crossings @ New Rancho
- CDBG funds were combined with City Redevelopment Agency funds and City Very Low Income Housing Trust Funds to assemble and make ready for development 3 contiguous foreclosed or significantly blighted properties
- CDBG funds will be leveraged with CalHOME funds to help support the success of the City's home rehabilitation programs
- CDBG funds were combined with other financial sources resulting in programs for at-risk youth, seniors, and homelessness assistance

Challenges

- There are fewer and fewer resources to leverage